

EXECUTION VERSION

**Amended and Restated
Funding 1 Swap
Confirmation
(Fixed Rate Loans – 3 years or less)**

From: Santander UK plc (to which the assets and liabilities of Alliance & Leicester plc were transferred pursuant to the Part VII Scheme) ("**Party A**")
2 Triton Square
Regent's Place
London
NW1 3AN

To: Langton Funding (No. 1) Limited ("**Party B**")
35 Great St. Helen's
London
EC3A 6AP

Copy: Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

8 June 2012

Dear Sirs,

Amended and Restated Confirmation – Funding 1 Swap (Fixed Rate Loans – 3 years or less)

This letter constitutes a "**Confirmation**" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 25 January 2008 entered into between you and us on the date hereof as amended and supplemented from time to time (the "**Agreement**"). This Confirmation together with the other Funding Swap Confirmations amends and restates the Confirmation entered into between Party A and Party B dated 25 January 2008, as amended and restated on 5 March 2008, 17 June 2008, 1 October 2010, 12 October 2010, 17 December 2010, 23 March 2011, 28 July 2011 and 23 December 2011. The purpose of this Confirmation is to amend and restate the terms and conditions of the Swap Transaction entered into between us on the original Trade Date specified below, such that the Swap Transaction evidenced by this Confirmation and each Swap Transaction evidenced by the other Funding Swap Confirmations replaces the Swap Transaction with the original Trade Date specified below (and most recently amended and restated on 23 December 2011). The amendments constituted by this Confirmation shall only become effective on the Amendment Effective Date pursuant to any Amendment Effective Date Notice delivered by Party A to Party B.

The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions Schedule; and (iii) the Definitions. The following expressions shall, for the purpose of this confirmation, have the following meanings:

The term "**Transaction**" as used herein shall, for the purposes of the Definitions, have the same meaning as "**Swap Transaction**".

Amendment Effective Date means the Calculation Date which Party A designates as such in the Amendment Effective Date Notice.

Amendment Effective Date Notice means the notice as set out in the Appendix 2.

Calculation Date means (i) the first day of each month (or if such day is not a London Business Day, the next following London Business Day); (ii) a Funding 1 Acquisition Date; and (iii) a Funding 1 Prepayment Date.

Calculation Period means each period from, and including, each Loan Calculation Date to, but excluding, the next Loan Calculation Date except that (i) the initial Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Loan Calculation Date and (ii) the final Calculation Period shall end on, but exclude, the Termination Date.

Calculation Period Funding 1 Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying the Weighted Average Fixed Rate to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Calculation Period Swap Provider Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying Three Month LIBOR plus the Fixed Rate Spread to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Fixed Rate Loans means Loans to the extent that and for such period that their Mortgage Terms provide that they are subject to a rate of interest which is fixed.

Fixed Rate Ratio means, in respect of a Calculation Period, the Relevant Fixed Rate Loan Balance divided by the Loan Balance.

Fixed Rate Spread means 1.25 per cent. per annum.

Funding 1 Acquisition Date means the day following each London Business Day on which Funding 1 acquires a further interest in the Trust Property from and including the Calculation Date immediately preceding the Effective Date.

Funding Swap Confirmation means each Confirmation setting out the terms of transactions entered into under the Agreement and dated the date of this Confirmation.

Funding 1 Amount means, in respect of an Interest Period, the lowest of (i) an amount equal to the sum of each of the Calculation Period Funding 1 Amounts calculated in respect of the Calculation Periods which end on a date falling within such Interest Period and (ii) the Funding 1 Available Amount for that Interest Period.

Funding 1 Available Amount means, in respect of an Interest Period, an amount, subject to a minimum of zero, equal to (1) the aggregate of the Funding 1 Revenue Receipts in respect of the Relevant Fixed Rate Loans that are available to be applied on the corresponding Funding 1 Interest Payment Date minus (2) an amount equal to the product of (i) the aggregate of the amounts required to be paid on such Funding 1 Interest Payment Date pursuant to items (a) to (b) (both inclusive) of the Funding 1 Pre-Acceleration Revenue Priority of Payments, each as notified by the Cash Manager in accordance with the terms of the Cash Management Agreement and (ii) the Fixed Rate Ratio.

Funding 1 Prepayment Date means the day following the London Business Day, occurring on or around 18 June 2012, on which Funding 1 prepays any of the Intercompany Loans.

Intercompany Loans means the Intercompany Loan and any New Intercompany Loans, in each case made to Funding 1.

Interest Payment Date means each Funding 1 Interest Payment Date.

Interest Period means the period from (and including) the Effective Date to (but excluding) the first Interest Payment Date and thereafter from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Loan Calculation Date means with respect to any Calculation Period and any Calculation Date, (i) the first London Business Day of the month in which that Calculation Date falls; or (ii) if the relevant Calculation Date is a Funding 1 Acquisition Date, that Funding 1 Acquisition Date; or (iii) if the relevant Calculation Date is a Funding 1 Prepayment Date, that Funding 1 Prepayment Date.

Notional Amount means, in respect of a Calculation Period an amount in Sterling equal to the product of (1) (a) the Outstanding Principal Amount of all Intercompany Loans at the close of business on the day immediately preceding the Calculation Date corresponding to such Calculation Period; less (b) the sum of (i) the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to all Intercompany Loans on the first day of the relevant Calculation Period, and (ii) the amount of the Funding 1 Principal Receipts in the Funding 1 GIC Account attributable to all Intercompany Loans on the first day of the relevant Calculation Period and (2) the Fixed Rate Ratio. The Notional Amount shall be determined in respect of the close of business on the day immediately preceding the Calculation Date corresponding to the relevant Calculation Period, after any adjustments made on such date to the Outstanding Principal Amount of the Intercompany Loans, the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to the Intercompany Loans and the amount of Funding 1 Principal Receipts in the Funding 1 GIC Account have become effective.

Relevant Fixed Rate Loans means those Loans (which for the avoidance of doubt, shall include any Further Advance in respect of a Loan, each to be regarded as a separate Loan for the purpose of this definition) to the extent that and for such time that the interest rate payable by the Borrower on all or part of the Outstanding Principal Balance does not vary (and shall, for the avoidance of doubt, exclude (i) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or relevant part of the Outstanding Principal Balance, in the case of a Further Advance) may at any time be varied in accordance with the relevant Mortgage Terms and (ii) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) is linked to the Bank of England Base Rate) and which have a remaining period up to their reset dates of 3 years or less, such reset date being the date on which the Relevant Fixed Rate Loans reset into Variable Rate Loans. The remaining period shall, for this purpose, be determined at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period.

Relevant Fixed Rate Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Relevant Fixed Rate Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Revenue Shortfall Ratio means, in respect of an Interest Period, a ratio equal to (i) the Funding 1 Amount corresponding to such Interest Period divided by (ii) the Funding 1 Amount corresponding to such Interest

Period, assuming for the purposes of this subparagraph (ii) only that subparagraph (ii) of the definition of Funding 1 Amount did not apply.

Swap Provider Amount means, in respect of an Interest Period, an amount equal to the product of (i) the sum of each of the Calculation Period Swap Provider Amounts calculated in respect of the Calculation Periods which end on a date falling within such Interest Period and (ii) the Revenue Shortfall Ratio for that Interest Period.

Three Month LIBOR means in respect of a Calculation Period, the weighted average of the rates of interest (excluding spreads) applicable to any outstanding Intercompany Loan on the 18th day of the calendar month in which the first day of such Calculation Period falls (or, if such 18th day is not a Business Day (as defined in the Master Definitions Schedule), the next following Business Day).

Weighted Average Fixed Rate means, in respect of a Calculation Period, the weighted average (by Outstanding Principal Balance) of the fixed rates of interest charged to borrowers of Relevant Fixed Rate Loans during the relevant Calculation Period as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.
2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc (to which the assets and liabilities of Alliance & Leicester plc were transferred pursuant to the Part VII Scheme)
Party B:	Langton Funding (No. 1) Limited
Trade Date:	25 January 2008
Effective Date:	25 January 2008
Termination Date:	The date on which the amount outstanding under the Intercompany Loans is reduced to zero.
Business Day centres for all Payments:	London, New York and TARGET2 Settlement Day

Interim Exchanges

Interim Exchange Amount:	Each amount specified as such in Appendix 1 (which shall constitute a Party A Interim Exchange Amount and a Party B Interim Exchange Amount).
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Party B Interim Exchange Date:	In respect of an Interim Exchange Amount, the relevant New Closing Date.
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Party A Interim Exchange Date:	In respect of an Interim Exchange Amount, the Funding 1 Interest Payment Date immediately following the relevant Party B Interim Exchange
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Date.

Calculation of Amounts:

On each Interest Payment Date, the Calculation Agent shall calculate the Swap Provider Amount and the Funding 1 Amount for the then current Interest Period, and forthwith notify Party A, Party B and the Cash Manager of the amounts so determined and of the net amount determined as set out below.

Payments:

If in relation to any Interest Payment Date:

- (i) the Swap Provider Amount for the relevant Interest Period exceeds the Funding 1 Amount for the relevant Interest Period, Party A shall pay the amount of such excess to Party B on such Interest Payment Date;
- (ii) the Funding 1 Amount for the relevant Interest Period exceeds the Swap Provider Amount for the relevant Interest Period, Party B shall pay the amount of such excess to Party A on such Interest Payment Date;
- (iii) the Swap Provider Amount for the relevant Interest Period is equal to the Funding 1 Amount for the relevant Interest Period, no amount shall be due and payable by either party hereunder in relation to such Interest Payment Date.

Calculation Agent:

Santander UK plc acting in its capacity as Servicer pursuant to the Servicing Agreement or as Cash Manager pursuant to the Cash Management Agreement, as the case may be.

3. Account Details:

Payments to Party A:

Direct via CHAPS

Sort Code:

72-01-00

Payments to Party B:

Santander UK plc Direct via CHAPS

Sort Code:

72-01-00

Ref.:

Langton Funding (No.1) Ltd (Transaction Account)

4. Notice Details:

Party A:

Santander UK plc

Address:

2 Triton Square
Regent's Place
London

NW1 3AN

Attention: Mortgage Backed Funding

Facsimile No.: +44 (0)20 7756 5862

Party B: Langton Funding (No. 1) Limited

Address: 35 Great St. Helen's
London
EC3A 6AP

Attention: The Directors

Facsimile No.: 020 7398 6325

With a copy to:- Citicorp Trustee Company Limited (the **Funding 1
Security Trustee**)

Address: Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Facsimile No: 020 7500 5877

Attention: Agency and Trust

Yours faithfully,

SANTANDER UK PLC



LANGTON FUNDING (NO. 1) LIMITED



Appendix 1

Interim Exchange Amounts

<u>Party B Interim Exchange Date</u>	<u>Party A Interim Exchange Date</u>	<u>Interim Exchange Amount</u>

Appendix 2

Amendment Effective Date Notice

To:

Langton Funding (No.1) Limited
35 Great St. Helen's
London
EC3A 6AP

From:

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

Dated [●]

1. It is hereby agreed that for the purpose of this notice the Confirmation shall mean the Confirmation between us and you dated [●] with an original Trade Date of 25th January 2008 and which has been entered into with respect to the Fixed Rate Loans which have a remaining period up to their reset dates of 3 years or less.
2. Words and expressions in this notice shall have the same meanings as when used in the Confirmation.
3. It is further agreed that the Amendment Effective Date shall be the Calculation Date falling on [●].
4. This notice, and any non-contractual obligations arising out of or in connection with it, shall be governed and construed in accordance with the laws of England.

Signed for an on behalf of
SANTANDER UK PLC

[On duplicate

We hereby acknowledge receipt of and confirm the contents of this Amendment Effective Date Notice dated [].

Signed for and on behalf of
LANGTON FUNDING (NO.1) LIMITED]

EXECUTION VERSION

**Amended and Restated
Funding 1 Swap
Confirmation**

(Fixed Rate Loans more than 3yrs but less than or equal to 5yrs)

From: Santander UK plc (to which the assets and liabilities of Alliance & Leicester plc were transferred pursuant to the Part VII Scheme) ("**Party A**")
2 Triton Square
Regent's Place
London
NW1 3AN

To: Langton Funding (No. 1) Limited ("**Party B**")
35 Great St. Helen's
London
EC3A 6AP

Copy: Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

8 June 2012

Dear Sirs,

Amended and Restated Confirmation – Funding 1 Swap (Fixed Rate Loans – more than 3yrs but less than or equal to 5yrs)

This letter constitutes a "**Confirmation**" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 25 January 2008 entered into between you and us on the date hereof as amended and supplemented from time to time (the "**Agreement**"). This Confirmation together with the other Funding Swap Confirmations amends and restates the Confirmation entered into between Party A and Party B dated 25 January 2008, as amended and restated on 5 March 2008, 17 June 2008, 1 October 2010, 12 October 2010, 17 December 2010, 23 March 2011, 28 July 2011 and 23 December 2011. The purpose of this Confirmation is to amend and restate the terms and conditions of the Swap Transaction entered into between us on the original Trade Date specified below, such that the Swap Transaction evidenced by this Confirmation and each Swap Transaction evidenced by the other Funding Swap Confirmations replaces the Swap Transaction with the original Trade Date specified below (and most recently amended and restated on 23 December 2011). The amendments constituted by this Confirmation shall only become effective on the Amendment Effective Date pursuant to any Amendment Effective Date Notice delivered by Party A to Party B.

The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions Schedule; and (iii) the Definitions. The following expressions shall, for the purpose of this confirmation, have the following meanings:

The term "**Transaction**" as used herein shall, for the purposes of the Definitions, have the same meaning as "**Swap Transaction**".

Amendment Effective Date means the Calculation Date which Party A designates as such in the Amendment Effective Date Notice.

Amendment Effective Date Notice means the notice as set out in the Appendix 2.

Calculation Date means (i) the first day of each month (or if such day is not a London Business Day, the next following London Business Day); (ii) a Funding 1 Acquisition Date; and (iii) a Funding 1 Prepayment Date.

Calculation Period means each period from, and including, each Loan Calculation Date to, but excluding, the next Loan Calculation Date except that (i) the initial Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Loan Calculation Date and (ii) the final Calculation Period shall end on, but exclude, the Termination Date.

Calculation Period Funding 1 Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying the Weighted Average Fixed Rate to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Calculation Period Swap Provider Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying Three Month LIBOR plus the Fixed Rate Spread to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Fixed Rate Loans means Loans to the extent that and for such period that their Mortgage Terms provide that they are subject to a rate of interest which is fixed.

Fixed Rate Ratio means, in respect of a Calculation Period, the Relevant Fixed Rate Loan Balance divided by the Loan Balance.

Fixed Rate Spread means 1.25 per cent. per annum.

Funding 1 Acquisition Date means the day following each London Business Day on which Funding 1 acquires a further interest in the Trust Property from and including the Calculation Date immediately preceding the Effective Date.

Funding Swap Confirmation means each Confirmation setting out the terms of transactions entered into under the Agreement and dated the date of this Confirmation.

Funding 1 Amount means, in respect of an Interest Period, the lowest of (i) an amount equal to the sum of each of the Calculation Period Funding 1 Amounts calculated in respect of the Calculation Periods which end on a date falling within such Interest Period and (ii) the Funding 1 Available Amount for that Interest Period.

Funding 1 Available Amount means, in respect of an Interest Period, an amount, subject to a minimum of zero, equal to (1) the aggregate of the Funding 1 Revenue Receipts in respect of the Relevant Fixed Rate Loans that are available to be applied on the corresponding Funding 1 Interest Payment Date minus (2) an amount equal to the product of (i) the aggregate of the amounts required to be paid on such Funding 1 Interest Payment Date pursuant to items (a) to (b) (both inclusive) of the Funding 1 Pre-Acceleration Revenue Priority of Payments, each as notified by the Cash Manager in accordance with the terms of the Cash Management Agreement and (ii) the Fixed Rate Ratio.

Funding 1 Prepayment Date means the day following the London Business Day, occurring on or around 18 June 2012, on which Funding 1 prepays any of the Intercompany Loans.

Intercompany Loans means the Intercompany Loan and any New Intercompany Loans, in each case made to Funding 1.

Interest Payment Date means each Funding 1 Interest Payment Date.

Interest Period means the period from (and including) the Effective Date to (but excluding) the first Interest Payment Date and thereafter from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Loan Calculation Date means with respect to any Calculation Period and any Calculation Date, (i) the first London Business Day of the month in which that Calculation Date falls; or (ii) if the relevant Calculation Date is a Funding 1 Acquisition Date, that Funding 1 Acquisition Date; or (iii) if the relevant Calculation Date is a Funding 1 Prepayment Date, that Funding 1 Prepayment Date.

Notional Amount means, in respect of a Calculation Period an amount in Sterling equal to the product of (1) (a) the Outstanding Principal Amount of all Intercompany Loans at the close of business on the day immediately preceding the Calculation Date corresponding to such Calculation Period; less (b) the sum of (i) the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to all Intercompany Loans on the first day of the relevant Calculation Period, and (ii) the amount of the Funding 1 Principal Receipts in the Funding 1 GIC Account attributable to all Intercompany Loans on the first day of the relevant Calculation Period and (2) the Fixed Rate Ratio. The Notional Amount shall be determined in respect of the close of business on the day immediately preceding the Calculation Date corresponding to the relevant Calculation Period, after any adjustments made on such date to the Outstanding Principal Amount of the Intercompany Loans, the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to the Intercompany Loans and the amount of Funding 1 Principal Receipts in the Funding 1 GIC Account have become effective.

Relevant Fixed Rate Loans means those Loans (which for the avoidance of doubt, shall include any Further Advance in respect of a Loan, each to be regarded as a separate Loan for the purpose of this definition) to the extent that and for such time that the interest rate payable by the Borrower on all or part of the Outstanding Principal Balance does not vary (and shall, for the avoidance of doubt, exclude (i) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or relevant part of the Outstanding Principal Balance, in the case of a Further Advance) may at any time be varied in accordance with the relevant Mortgage Terms and (ii) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) is linked to the Bank of England Base Rate) and which have a remaining period up to their reset dates of more than 3 years but less than or equal to 5 years, such reset date being the date on which the Relevant Fixed Rate Loans reset into Variable Rate Loans. The remaining period shall, for this purpose, be determined at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period.

Relevant Fixed Rate Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Relevant Fixed Rate Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Revenue Shortfall Ratio means, in respect of an Interest Period, a ratio equal to (i) the Funding 1 Amount corresponding to such Interest Period divided by (ii) the Funding 1 Amount corresponding to such Interest Period, assuming for the purposes of this subparagraph (ii) only that subparagraph (ii) of the definition of Funding 1 Amount did not apply.

Swap Provider Amount means, in respect of an Interest Period, an amount equal to the product of (i) the sum of each of the Calculation Period Swap Provider Amounts calculated in respect of the Calculation Periods which end on a date falling within such Interest Period and (ii) the Revenue Shortfall Ratio for that Interest Period.

Three Month LIBOR means in respect of a Calculation Period, the weighted average of the rates of interest (excluding spreads) applicable to any outstanding Intercompany Loan on the 18th day of the calendar month in which the first day of such Calculation Period falls (or, if such 18th day is not a Business Day (as defined in the Master Definitions Schedule), the next following Business Day).

Weighted Average Fixed Rate means, in respect of a Calculation Period, the weighted average (by Outstanding Principal Balance) of the fixed rates of interest charged to borrowers of Relevant Fixed Rate Loans during the relevant Calculation Period as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.
2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc (to which the assets and liabilities of Alliance & Leicester plc were transferred pursuant to the Part VII Scheme)
Party B:	Langton Funding (No. 1) Limited
Trade Date:	25 January 2008
Effective Date:	25 January 2008
Termination Date:	The date on which the amount outstanding under the Intercompany Loans is reduced to zero.
Business Day centres for all Payments:	London, New York and TARGET2 Settlement Day

Interim Exchanges

Interim Exchange Amount:	Each amount specified as such in Appendix 1 (which shall constitute a Party A Interim Exchange Amount and a Party B Interim Exchange Amount).
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Party B Interim Exchange Date:	In respect of an Interim Exchange Amount, the relevant New Closing Date.
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Party A Interim Exchange Date:	In respect of an Interim Exchange Amount, the
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Funding 1 Interest Payment Date immediately following the relevant Party B Interim Exchange Date.

Calculation of Amounts:

On each Interest Payment Date, the Calculation Agent shall calculate the Swap Provider Amount and the Funding 1 Amount for the then current Interest Period, and forthwith notify Party A, Party B and the Cash Manager of the amounts so determined and of the net amount determined as set out below.

Payments:

If in relation to any Interest Payment Date:

- (i) the Swap Provider Amount for the relevant Interest Period exceeds the Funding 1 Amount for the relevant Interest Period, Party A shall pay the amount of such excess to Party B on such Interest Payment Date;
- (ii) the Funding 1 Amount for the relevant Interest Period exceeds the Swap Provider Amount for the relevant Interest Period, Party B shall pay the amount of such excess to Party A on such Interest Payment Date;
- (iii) the Swap Provider Amount for the relevant Interest Period is equal to the Funding 1 Amount for the relevant Interest Period, no amount shall be due and payable by either party hereunder in relation to such Interest Payment Date.

Calculation Agent:

Santander UK plc acting in its capacity as Servicer pursuant to the Servicing Agreement or as Cash Manager pursuant to the Cash Management Agreement, as the case may be.

3. Account Details:

Payments to Party A:

Direct via CHAPS

Sort Code:

72-01-00

Payments to Party B:

Santander UK plc Direct via CHAPS

Sort Code:

72-01-00

Ref.:

Langton Funding (No.1) Ltd (Transaction Account)

4. Notice Details:

Party A:

Santander UK plc

Address:

2 Triton Square

Regent's Place
London
NW1 3AN

Attention: Mortgage Backed Funding

Facsimile No.: +44 (0)20 7756 5862

Party B: Langton Funding (No. 1) Limited

Address: 35 Great St. Helen's
London
EC3A 6AP

Attention: The Directors

Facsimile No.: 020 7398 6325

With a copy to:- Citicorp Trustee Company Limited (the **Funding 1
Security Trustee**)

Address: Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Facsimile No: 020 7500 5877

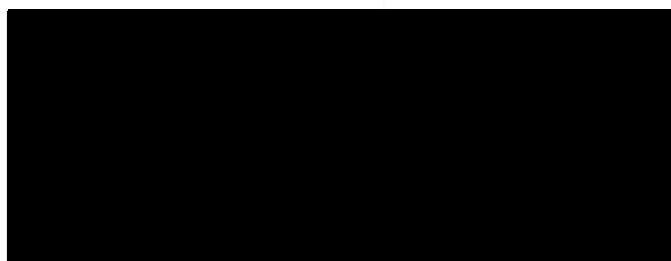
Attention: Agency and Trust

Yours faithfully,

SANTANDER UK PLC



LANGTON FUNDING (NO. 1) LIMITED



Appendix 1

Interim Exchange Amounts

<u>Party B Interim Exchange Date</u>	<u>Party A Interim Exchange Date</u>	<u>Interim Exchange Amount</u>

EXECUTION VERSION

**Amended and Restated
Funding 1 Swap
Confirmation**

(Fixed Rate Loans – more than 5yrs but less than or equal to 10yrs)

From: Santander UK plc (to which the assets and liabilities of Alliance & Leicester plc were transferred pursuant to the Part VII Scheme) ("**Party A**")
2 Triton Square
Regent's Place
London
NW1 3AN

To: Langton Funding (No. 1) Limited ("**Party B**")
35 Great St. Helen's
London
EC3A 6AP

Copy: Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

8 June 2012

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Amended and Restated Confirmation – Funding 1 Swap (Fixed Rate Loans – more than 5yrs but less than or equal to 10yrs)

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Amendment Effective Date Notice means the notice as set out in the Appendix 2.

Calculation Date means (i) the first day of each month (or if such day is not a London Business Day, the next following London Business Day); (ii) a Funding 1 Acquisition Date; and (iii) a Funding 1 Prepayment Date.

Calculation Period means each period from, and including, each Loan Calculation Date to, but excluding, the next Loan Calculation Date except that (i) the initial Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Loan Calculation Date and (ii) the final Calculation Period shall end on, but exclude, the Termination Date.

Calculation Period Funding 1 Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying the Weighted Average Fixed Rate to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Calculation Period Swap Provider Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying Three Month LIBOR plus the Fixed Rate Spread to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Fixed Rate Loans means Loans to the extent that and for such period that their Mortgage Terms provide that they are subject to a rate of interest which is fixed.

Fixed Rate Ratio means, in respect of a Calculation Period, the Relevant Fixed Rate Loan Balance divided by the Loan Balance.

Fixed Rate Spread means 1.25 per cent. per annum.

Funding 1 Acquisition Date means the day following each London Business Day on which Funding 1 acquires a further interest in the Trust Property from and including the Calculation Date immediately preceding the Effective Date.

Funding Swap Confirmation means each Confirmation setting out the terms of transactions entered into under the Agreement and dated the date of this Confirmation.

Funding 1 Amount means, in respect of an Interest Period, the lowest of (i) an amount equal to the sum of each of the Calculation Period Funding 1 Amounts calculated in respect of the Calculation Periods which end on a date falling within such Interest Period and (ii) the Funding 1 Available Amount for that Interest Period.

Funding 1 Available Amount means, in respect of an Interest Period, an amount, subject to a minimum of zero, equal to (1) the aggregate of the Funding 1 Revenue Receipts in respect of the Relevant Fixed Rate Loans that are available to be applied on the corresponding Funding 1 Interest Payment Date minus (2) an amount equal to the product of (i) the aggregate of the amounts required to be paid on such Funding 1 Interest Payment Date pursuant to items (a) to (b) (both inclusive) of the Funding 1 Pre-Acceleration Revenue Priority of Payments, each as notified by the Cash Manager in accordance with the terms of the Cash Management Agreement and (ii) the Fixed Rate Ratio.

Funding 1 Prepayment Date means the day following the London Business Day, occurring on or around 18 June 2012, on which Funding 1 prepays any of the Intercompany Loans.

Intercompany Loans means the Intercompany Loan and any New Intercompany Loans, in each case made to Funding 1.

Interest Payment Date means each Funding 1 Interest Payment Date.

Interest Period means the period from (and including) the Effective Date to (but excluding) the first Interest Payment Date and thereafter from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Loan Calculation Date means with respect to any Calculation Period and any Calculation Date, (i) the first London Business Day of the month in which that Calculation Date falls; or (ii) if the relevant Calculation Date is a Funding 1 Acquisition Date, that Funding 1 Acquisition Date; or (iii) if the relevant Calculation Date is a Funding 1 Prepayment Date, that Funding 1 Prepayment Date.

Notional Amount means, in respect of a Calculation Period an amount in Sterling equal to the product of (1) (a) the Outstanding Principal Amount of all Intercompany Loans at the close of business on the day immediately preceding the Calculation Date corresponding to such Calculation Period; less (b) the sum of (i) the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to all Intercompany Loans on the first day of the relevant Calculation Period, and (ii) the amount of the Funding 1 Principal Receipts in the Funding 1 GIC Account attributable to all Intercompany Loans on the first day of the relevant Calculation Period and (2) the Fixed Rate Ratio. The Notional Amount shall be determined in respect of the close of business on the day immediately preceding the Calculation Date corresponding to the relevant Calculation Period, after any adjustments made on such date to the Outstanding Principal Amount of the Intercompany Loans, the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to the Intercompany Loans and the amount of Funding 1 Principal Receipts in the Funding 1 GIC Account have become effective.

Relevant Fixed Rate Loans means those Loans (which for the avoidance of doubt, shall include any Further Advance in respect of a Loan, each to be regarded as a separate Loan for the purpose of this definition) to the extent that and for such time that the interest rate payable by the Borrower on all or part of the Outstanding Principal Balance does not vary (and shall, for the avoidance of doubt, exclude (i) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or relevant part of the Outstanding Principal Balance, in the case of a Further Advance) may at any time be varied in accordance with the relevant Mortgage Terms and (ii) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) is linked to the Bank of England Base Rate) and which have a remaining period up to their reset dates of more than 5 years but less than or equal to 10 years, such reset date being the date on which the Relevant Fixed Rate Loans reset into Variable Rate Loans. The remaining period shall, for this purpose, be determined at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period.

Relevant Fixed Rate Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Relevant Fixed Rate Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Revenue Shortfall Ratio means, in respect of an Interest Period, a ratio equal to (i) the Funding 1 Amount corresponding to such Interest Period divided by (ii) the Funding 1 Amount corresponding to such Interest Period, assuming for the purposes of this subparagraph (ii) only that subparagraph (ii) of the definition of Funding 1 Amount did not apply.

Swap Provider Amount means, in respect of an Interest Period, an amount equal to the product of (i) the sum of each of the Calculation Period Swap Provider Amounts calculated in respect of the Calculation Periods which end on a date falling within such Interest Period and (ii) the Revenue Shortfall Ratio for that Interest Period.

Three Month LIBOR means in respect of a Calculation Period, the weighted average of the rates of interest (excluding spreads) applicable to any outstanding Intercompany Loan on the 18th day of the calendar month in which the first day of such Calculation Period falls (or, if such 18th day is not a Business Day (as defined in the Master Definitions Schedule), the next following Business Day).

Weighted Average Fixed Rate means, in respect of a Calculation Period, the weighted average (by Outstanding Principal Balance) of the fixed rates of interest charged to borrowers of Relevant Fixed Rate Loans during the relevant Calculation Period as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.
2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc (to which the assets and liabilities of Alliance & Leicester plc were transferred pursuant to the Part VII Scheme)
Party B:	Langton Funding (No. 1) Limited
Trade Date:	25 January 2008
Effective Date:	25 January 2008
Termination Date:	The date on which the amount outstanding under the Intercompany Loans is reduced to zero.
Business Day centres for all Payments:	London, New York and TARGET2 Settlement Day

Interim Exchanges

Interim Exchange Amount:	Each amount specified as such in Appendix 1 (which shall constitute a Party A Interim Exchange Amount and a Party B Interim Exchange Amount).
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Party B Interim Exchange Date:	In respect of an Interim Exchange Amount, the relevant New Closing Date.
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Party A Interim Exchange Date:	In respect of an Interim Exchange Amount, the
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Funding 1 Interest Payment Date immediately following the relevant Party B Interim Exchange Date.

Calculation of Amounts:

On each Interest Payment Date, the Calculation Agent shall calculate the Swap Provider Amount and the Funding 1 Amount for the then current Interest Period, and forthwith notify Party A, Party B and the Cash Manager of the amounts so determined and of the net amount determined as set out below.

Payments:

If in relation to any Interest Payment Date:

- (i) the Swap Provider Amount for the relevant Interest Period exceeds the Funding 1 Amount for the relevant Interest Period, Party A shall pay the amount of such excess to Party B on such Interest Payment Date;
- (ii) the Funding 1 Amount for the relevant Interest Period exceeds the Swap Provider Amount for the relevant Interest Period, Party B shall pay the amount of such excess to Party A on such Interest Payment Date;
- (iii) the Swap Provider Amount for the relevant Interest Period is equal to the Funding 1 Amount for the relevant Interest Period, no amount shall be due and payable by either party hereunder in relation to such Interest Payment Date.

Calculation Agent:

Santander UK plc acting in its capacity as Servicer pursuant to the Servicing Agreement or as Cash Manager pursuant to the Cash Management Agreement, as the case may be.

3. Account Details:

Payments to Party A:

Direct via CHAPS

Sort Code:

72-01-00

Payments to Party B:

Santander UK plc Direct via CHAPS

Sort Code:

72-01-00

Ref.:

Langton Funding (No.1) Ltd (Transaction Account)

4. Notice Details:

Party A:

Santander UK plc

Address:

2 Triton Square

Regent's Place
London
NW1 3AN

Attention: Mortgage Backed Funding

Facsimile No.: +44 (0)20 7756 5862

Party B: Langton Funding (No. 1) Limited

Address: 35 Great St. Helen's
London
EC3A 6AP

Attention: The Directors

Facsimile No.: 020 7398 6325

With a copy to:- Citicorp Trustee Company Limited (the **Funding 1
Security Trustee**)

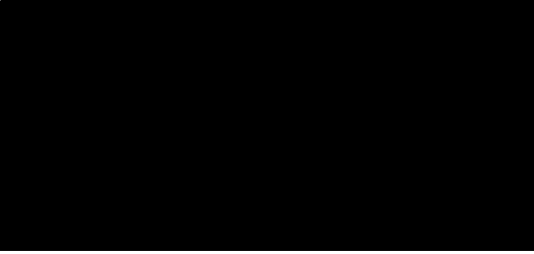
Address: Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Facsimile No: 020 7500 5877

Attention: Agency and Trust

Yours faithfully,

SANTANDER UK PLC



LANGTON FUNDING (NO. 1) LIMITED



Appendix 1

Interim Exchange Amounts

<u>Party B Interim Exchange Date</u>	<u>Party A Interim Exchange Date</u>	<u>Interim Exchange Amount</u>

Appendix 2

Amendment Effective Date Notice

To:

Langton Funding (No.1) Limited
35 Great St. Helen's
London
EC3A 6AP

From:

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

Dated [●]

1. It is hereby agreed that for the purpose of this notice the Confirmation shall mean the Confirmation between us and you dated [●] with an original Trade Date of 25th January 2008 and which has been entered into with respect to the Fixed Rate Loans which have a remaining period up to their reset dates of more than 5 years but less than or equal to 10 years.
2. Words and expressions in this notice shall have the same meanings as when used in the Confirmation.
3. It is further agreed that the Amendment Effective Date shall be the Calculation Date falling on [●].
4. This notice, and any non-contractual obligations arising out of or in connection with it, shall be governed and construed in accordance with the laws of England.

Signed for an on behalf of
SANTANDER UK PLC

[On duplicate

We hereby acknowledge receipt of and confirm the contents of this Amendment Effective Date Notice dated [].

Signed for and on behalf of
LANGTON FUNDING (NO.1) LIMITED]

EXECUTION VERSION

**Amended and Restated
Funding 1 Swap
Confirmation**

(Fixed Rate Loans – more than 10yrs but less than or equal to 15yrs)

From: Santander UK plc (to which the assets and liabilities of Alliance & Leicester plc were transferred pursuant to the Part VII Scheme) ("**Party A**")
2 Triton Square
Regent's Place
London
NW1 3AN

To: Langton Funding (No. 1) Limited ("**Party B**")
35 Great St. Helen's
London
EC3A 6AP

Copy: Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

8 June 2012

Dear Sirs,

Amended and Restated Confirmation – Funding 1 Swap (Fixed Rate Loans – more than 10yrs but less than or equal to 15yrs)

This letter constitutes a "**Confirmation**" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 25 January 2008 entered into between you and us on the date hereof as amended and supplemented from time to time (the "**Agreement**"). This Confirmation together with the other Funding Swap Confirmations amends and restates the Confirmation entered into between Party A and Party B dated 25 January 2008, as amended and restated on 5 March 2008, 17 June 2008, 1 October 2010, 12 October 2010, 17 December 2010, 23 March 2011, 28 July 2011 and 23 December 2011. The purpose of this Confirmation is to amend and restate the terms and conditions of the Swap Transaction entered into between us on the original Trade Date specified below, such that the Swap Transaction evidenced by this Confirmation and each Swap Transaction evidenced by the other Funding Swap Confirmations replaces the Swap Transaction with the original Trade Date specified below (and most recently amended and restated on 23 December 2011). The amendments constituted by this Confirmation shall only become effective on the Amendment Effective Date pursuant to any Amendment Effective Date Notice delivered by Party A to Party B.

The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions Schedule; and (iii) the Definitions. The following expressions shall, for the purpose of this confirmation, have the following meanings:

The term "**Transaction**" as used herein shall, for the purposes of the Definitions, have the same meaning as "**Swap Transaction**".

Amendment Effective Date means the Calculation Date which Party A designates as such in the Amendment Effective Date Notice.

Amendment Effective Date Notice means the notice as set out in the Appendix 2.

Calculation Date means (i) the first day of each month (or if such day is not a London Business Day, the next following London Business Day); (ii) a Funding 1 Acquisition Date; and (iii) a Funding 1 Prepayment Date.

Calculation Period means each period from, and including, each Loan Calculation Date to, but excluding, the next Loan Calculation Date except that (i) the initial Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Loan Calculation Date and (ii) the final Calculation Period shall end on, but exclude, the Termination Date.

Calculation Period Funding 1 Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying the Weighted Average Fixed Rate to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Calculation Period Swap Provider Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying Three Month LIBOR plus the Fixed Rate Spread to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Fixed Rate Loans means Loans to the extent that and for such period that their Mortgage Terms provide that they are subject to a rate of interest which is fixed.

Fixed Rate Ratio means, in respect of a Calculation Period, the Relevant Fixed Rate Loan Balance divided by the Loan Balance.

Fixed Rate Spread means 1.25 per cent. per annum.

Funding 1 Acquisition Date means the day following each London Business Day on which Funding 1 acquires a further interest in the Trust Property from and including the Calculation Date immediately preceding the Effective Date.

Funding Swap Confirmation means each Confirmation setting out the terms of transactions entered into under the Agreement and dated the date of this Confirmation.

Funding 1 Amount means, in respect of an Interest Period, the lowest of (i) an amount equal to the sum of each of the Calculation Period Funding 1 Amounts calculated in respect of the Calculation Periods which end on a date falling within such Interest Period and (ii) the Funding 1 Available Amount for that Interest Period.

Funding 1 Available Amount means, in respect of an Interest Period, an amount, subject to a minimum of zero, equal to (1) the aggregate of the Funding 1 Revenue Receipts in respect of the Relevant Fixed Rate Loans that are available to be applied on the corresponding Funding 1 Interest Payment Date minus (2) an amount equal to the product of (i) the aggregate of the amounts required to be paid on such Funding 1 Interest Payment Date pursuant to items (a) to (b) (both inclusive) of the Funding 1 Pre-Acceleration Revenue Priority of Payments, each as notified by the Cash Manager in accordance with the terms of the Cash Management Agreement and (ii) the Fixed Rate Ratio.

Funding 1 Prepayment Date means the day following the London Business Day, occurring on or around 18 June 2012, on which Funding 1 prepays any of the Intercompany Loans.

Intercompany Loans means the Intercompany Loan and any New Intercompany Loans, in each case made to Funding 1.

Interest Payment Date means each Funding 1 Interest Payment Date.

Interest Period means the period from (and including) the Effective Date to (but excluding) the first Interest Payment Date and thereafter from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Loan Calculation Date means with respect to any Calculation Period and any Calculation Date, (i) the first London Business Day of the month in which that Calculation Date falls; or (ii) if the relevant Calculation Date is a Funding 1 Acquisition Date, that Funding 1 Acquisition Date; or (iii) if the relevant Calculation Date is a Funding 1 Prepayment Date, that Funding 1 Prepayment Date.

Notional Amount means, in respect of a Calculation Period an amount in Sterling equal to the product of (1) (a) the Outstanding Principal Amount of all Intercompany Loans at the close of business on the day immediately preceding the Calculation Date corresponding to such Calculation Period; less (b) the sum of (i) the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to all Intercompany Loans on the first day of the relevant Calculation Period, and (ii) the amount of the Funding 1 Principal Receipts in the Funding 1 GIC Account attributable to all Intercompany Loans on the first day of the relevant Calculation Period and (2) the Fixed Rate Ratio. The Notional Amount shall be determined in respect of the close of business on the day immediately preceding the Calculation Date corresponding to the relevant Calculation Period, after any adjustments made on such date to the Outstanding Principal Amount of the Intercompany Loans, the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to the Intercompany Loans and the amount of Funding 1 Principal Receipts in the Funding 1 GIC Account have become effective.

Relevant Fixed Rate Loans means those Loans (which for the avoidance of doubt, shall include any Further Advance in respect of a Loan, each to be regarded as a separate Loan for the purpose of this definition) to the extent that and for such time that the interest rate payable by the Borrower on all or part of the Outstanding Principal Balance does not vary (and shall, for the avoidance of doubt, exclude (i) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or relevant part of the Outstanding Principal Balance, in the case of a Further Advance) may at any time be varied in accordance with the relevant Mortgage Terms and (ii) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) is linked to the Bank of England Base Rate) and which have a remaining period up to their reset dates of more than 10 years but less than or equal to 15 years, such reset date being the date on which the Relevant Fixed Rate Loans reset into Variable Rate Loans. The remaining period shall, for this purpose, be determined at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period.

Relevant Fixed Rate Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Relevant Fixed Rate Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Revenue Shortfall Ratio means, in respect of an Interest Period, a ratio equal to (i) the Funding 1 Amount corresponding to such Interest Period divided by (ii) the Funding 1 Amount corresponding to such Interest Period, assuming for the purposes of this subparagraph (ii) only that subparagraph (ii) of the definition of Funding 1 Amount did not apply.

Swap Provider Amount means, in respect of an Interest Period, an amount equal to the product of (i) the sum of each of the Calculation Period Swap Provider Amounts calculated in respect of the Calculation Periods which end on a date falling within such Interest Period and (ii) the Revenue Shortfall Ratio for that Interest Period.

Three Month LIBOR means in respect of a Calculation Period, the weighted average of the rates of interest (excluding spreads) applicable to any outstanding Intercompany Loan on the 18th day of the calendar month in which the first day of such Calculation Period falls (or, if such 18th day is not a Business Day (as defined in the Master Definitions Schedule), the next following Business Day).

Weighted Average Fixed Rate means, in respect of a Calculation Period, the weighted average (by Outstanding Principal Balance) of the fixed rates of interest charged to borrowers of Relevant Fixed Rate Loans during the relevant Calculation Period as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.
2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc (to which the assets and liabilities of Alliance & Leicester plc were transferred pursuant to the Part VII Scheme)
Party B:	Langton Funding (No. 1) Limited
Trade Date:	25 January 2008
Effective Date:	25 January 2008
Termination Date:	The date on which the amount outstanding under the Intercompany Loans is reduced to zero.
Business Day centres for all Payments:	London, New York and TARGET2 Settlement Day

Interim Exchanges

Interim Exchange Amount:	Each amount specified as such in Appendix 1 (which shall constitute a Party A Interim Exchange Amount and a Party B Interim Exchange Amount).
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Party B Interim Exchange Date:	In respect of an Interim Exchange Amount, the relevant New Closing Date.
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Party A Interim Exchange Date:	In respect of an Interim Exchange Amount, the
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Funding 1 Interest Payment Date immediately following the relevant Party B Interim Exchange Date.

Calculation of Amounts:

On each Interest Payment Date, the Calculation Agent shall calculate the Swap Provider Amount and the Funding 1 Amount for the then current Interest Period, and forthwith notify Party A, Party B and the Cash Manager of the amounts so determined and of the net amount determined as set out below.

Payments:

If in relation to any Interest Payment Date:

- (i) the Swap Provider Amount for the relevant Interest Period exceeds the Funding 1 Amount for the relevant Interest Period, Party A shall pay the amount of such excess to Party B on such Interest Payment Date;
- (ii) the Funding 1 Amount for the relevant Interest Period exceeds the Swap Provider Amount for the relevant Interest Period, Party B shall pay the amount of such excess to Party A on such Interest Payment Date;
- (iii) the Swap Provider Amount for the relevant Interest Period is equal to the Funding 1 Amount for the relevant Interest Period, no amount shall be due and payable by either party hereunder in relation to such Interest Payment Date.

Calculation Agent:

Santander UK plc acting in its capacity as Servicer pursuant to the Servicing Agreement or as Cash Manager pursuant to the Cash Management Agreement, as the case may be.

3. Account Details:

Payments to Party A:

Direct via CHAPS

Sort Code:

72-01-00

Payments to Party B:

Santander UK plc Direct via CHAPS

Sort Code:

72-01-00

Ref.:

Langton Funding (No.1) Ltd (Transaction Account)

4. Notice Details:

Party A:

Santander UK plc

Address:

2 Triton Square

Regent's Place
London
NW1 3AN

Attention: Mortgage Backed Funding

Facsimile No.: +44 (0)20 7756 5862

Party B: Langton Funding (No. 1) Limited

Address: 35 Great St. Helen's
London
EC3A 6AP

Attention: The Directors

Facsimile No.: 020 7398 6325

With a copy to:- Citicorp Trustee Company Limited (the **Funding 1
Security Trustee**)

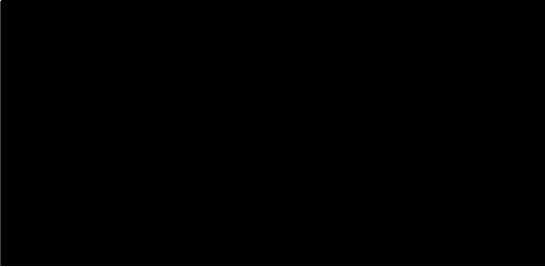
Address: Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Facsimile No: 020 7500 5877

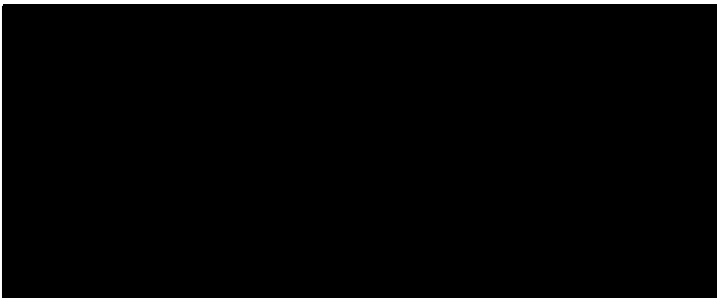
Attention: Agency and Trust

Yours faithfully,

SANTANDER UK PLC



LANGTON FUNDING (NO. 1) LIMITED



Appendix 1

Interim Exchange Amounts

<u>Party B Interim Exchange Date</u>	<u>Party A Interim Exchange Date</u>	<u>Interim Exchange Amount</u>

Appendix 2

Amendment Effective Date Notice

To:

Langton Funding (No.1) Limited
35 Great St. Helen's
London
EC3A 6AP

From:

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

Dated [●]

1. It is hereby agreed that for the purpose of this notice the Confirmation shall mean the Confirmation between us and you dated [●] with an original Trade Date of 25th January 2008 and which has been entered into with respect to the Fixed Rate Loans which have a remaining period up to their reset dates of more than 10 years but less than or equal to 15 years.
2. Words and expressions in this notice shall have the same meanings as when used in the Confirmation.
3. It is further agreed that the Amendment Effective Date shall be the Calculation Date falling on [●].
4. This notice, and any non-contractual obligations arising out of or in connection with it, shall be governed and construed in accordance with the laws of England.

Signed for an on behalf of
SANTANDER UK PLC

[On duplicate

We hereby acknowledge receipt of and confirm the contents of this Amendment Effective Date Notice dated [].

Signed for and on behalf of
LANGTON FUNDING (NO.1) LIMITED]

EXECUTION VERSION

**Amended and Restated
Funding 1 Swap
Confirmation
(Fixed Rate Loans – more than 15yrs)**

From: Santander UK plc (to which the assets and liabilities of Alliance & Leicester plc were transferred pursuant to the Part VII Scheme) ("**Party A**")
2 Triton Square
Regent's Place
London
NW1 3AN

To: Langton Funding (No. 1) Limited ("**Party B**")
35 Great St. Helen's
London
EC3A 6AP

Copy: Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

8 June 2012

Dear Sirs,

Amended and Restated Confirmation – Funding 1 Swap (Fixed Rate Loans – more than 15yrs)

This letter constitutes a "**Confirmation**" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 25 January 2008 entered into between you and us on the date hereof as amended and supplemented from time to time (the "**Agreement**"). This Confirmation together with the other Funding Swap Confirmations amends and restates the Confirmation entered into between Party A and Party B dated 25 January 2008, as amended and restated on 5 March 2008, 17 June 2008, 1 October 2010, 12 October 2010, 17 December 2010, 23 March 2011, 28 July 2011 and 23 December 2011. The purpose of this Confirmation is to amend and restate the terms and conditions of the Swap Transaction entered into between us on the original Trade Date specified below, such that the Swap Transaction evidenced by this Confirmation and each Swap Transaction evidenced by the other Funding Swap Confirmations replaces the Swap Transaction with the original Trade Date specified below (and most recently amended and restated on 23 December 2011). The amendments constituted by this Confirmation shall only become effective on the Amendment Effective Date pursuant to any Amendment Effective Date Notice delivered by Party A to Party B.

The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions Schedule; and (iii) the Definitions. The following expressions shall, for the purpose of this confirmation, have the following meanings:

The term "**Transaction**" as used herein shall, for the purposes of the Definitions, have the same meaning as "**Swap Transaction**".

Amendment Effective Date means the Calculation Date which Party A designates as such in the Amendment Effective Date Notice.

Amendment Effective Date Notice means the notice as set out in the Appendix 2.

Calculation Date means (i) the first day of each month (or if such day is not a London Business Day, the next following London Business Day); (ii) a Funding 1 Acquisition Date; and (iii) a Funding 1 Prepayment Date.

Calculation Period means each period from, and including, each Loan Calculation Date to, but excluding, the next Loan Calculation Date except that (i) the initial Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Loan Calculation Date and (ii) the final Calculation Period shall end on, but exclude, the Termination Date.

Calculation Period Funding 1 Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying the Weighted Average Fixed Rate to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Calculation Period Swap Provider Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying Three Month LIBOR plus the Fixed Rate Spread to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Fixed Rate Loans means Loans to the extent that and for such period that their Mortgage Terms provide that they are subject to a rate of interest which is fixed.

Fixed Rate Ratio means, in respect of a Calculation Period, the Relevant Fixed Rate Loan Balance divided by the Loan Balance.

Fixed Rate Spread means 1.25 per cent.

Funding 1 Acquisition Date means the day following each London Business Day on which Funding 1 acquires a further interest in the Trust Property from and including the Calculation Date immediately preceding the Effective Date.

Funding Swap Confirmation means each Confirmation setting out the terms of transactions entered into under the Agreement and dated the date of this Confirmation.

Funding 1 Amount means, in respect of an Interest Period, the lowest of (i) an amount equal to the sum of each of the Calculation Period Funding 1 Amounts calculated in respect of the Calculation Periods which end on a date falling within such Interest Period and (ii) the Funding 1 Available Amount for that Interest Period.

Funding 1 Available Amount means, in respect of an Interest Period, an amount, subject to a minimum of zero, equal to (1) the aggregate of the Funding 1 Revenue Receipts in respect of the Relevant Fixed Rate Loans that are available to be applied on the corresponding Funding 1 Interest Payment Date minus (2) an amount equal to the product of (i) the aggregate of the amounts required to be paid on such Funding 1 Interest Payment Date pursuant to items (a) to (b) (both inclusive) of the Funding 1 Pre-Acceleration Revenue Priority of Payments, each as notified by the Cash Manager in accordance with the terms of the Cash Management Agreement and (ii) the Fixed Rate Ratio.

Funding 1 Prepayment Date means the day following the London Business Day, occurring on or around 18 June 2012, on which Funding 1 prepays any of the Intercompany Loans.

Intercompany Loans means the Intercompany Loan and any New Intercompany Loans, in each case made to Funding 1.

Interest Payment Date means each Funding 1 Interest Payment Date.

Interest Period means the period from (and including) the Effective Date to (but excluding) the first Interest Payment Date and thereafter from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Loan Calculation Date means with respect to any Calculation Period and any Calculation Date, (i) the first London Business Day of the month in which that Calculation Date falls; or (ii) if the relevant Calculation Date is a Funding 1 Acquisition Date, that Funding 1 Acquisition Date; or (iii) if the relevant Calculation Date is a Funding 1 Prepayment Date, that Funding 1 Prepayment Date.

Notional Amount means, in respect of a Calculation Period an amount in Sterling equal to the product of (1) (a) the Outstanding Principal Amount of all Intercompany Loans at the close of business on the day immediately preceding the Calculation Date corresponding to such Calculation Period; less (b) the sum of (i) the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to all Intercompany Loans on the first day of the relevant Calculation Period, and (ii) the amount of the Funding 1 Principal Receipts in the Funding 1 GIC Account attributable to all Intercompany Loans on the first day of the relevant Calculation Period and (2) the Fixed Rate Ratio. The Notional Amount shall be determined in respect of the close of business on the day immediately preceding the Calculation Date corresponding to the relevant Calculation Period, after any adjustments made on such date to the Outstanding Principal Amount of the Intercompany Loans, the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to the Intercompany Loans and the amount of Funding 1 Principal Receipts in the Funding 1 GIC Account have become effective.

Relevant Fixed Rate Loans means those Loans (which for the avoidance of doubt, shall include any Further Advance in respect of a Loan, each to be regarded as a separate Loan for the purpose of this definition) to the extent that and for such time that the interest rate payable by the Borrower on all or part of the Outstanding Principal Balance does not vary (and shall, for the avoidance of doubt, exclude (i) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or relevant part of the Outstanding Principal Balance, in the case of a Further Advance) may at any time be varied in accordance with the relevant Mortgage Terms and (ii) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) is linked to the Bank of England Base Rate) and which have a remaining period up to their reset dates of more than 15 years, such reset date being the date on which the Relevant Fixed Rate Loans reset into Variable Rate Loans. The remaining period shall, for this purpose, be determined at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period.

Relevant Fixed Rate Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Relevant Fixed Rate Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Revenue Shortfall Ratio means, in respect of an Interest Period, a ratio equal to (i) the Funding 1 Amount corresponding to such Interest Period divided by (ii) the Funding 1 Amount corresponding to such Interest

Period, assuming for the purposes of this subparagraph (ii) only that subparagraph (ii) of the definition of Funding 1 Amount did not apply.

Swap Provider Amount means, in respect of an Interest Period, an amount equal to the product of (i) the sum of each of the Calculation Period Swap Provider Amounts calculated in respect of the Calculation Periods which end on a date falling within such Interest Period and (ii) the Revenue Shortfall Ratio for that Interest Period.

Three Month LIBOR means in respect of a Calculation Period, the weighted average of the rates of interest (excluding spreads) applicable to any outstanding Intercompany Loan on the 18th day of the calendar month in which the first day of such Calculation Period falls (or, if such 18th day is not a Business Day (as defined in the Master Definitions Schedule), the next following Business Day).

Weighted Average Fixed Rate means, in respect of a Calculation Period, the weighted average (by Outstanding Principal Balance) of the fixed rates of interest charged to borrowers of Relevant Fixed Rate Loans during the relevant Calculation Period as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.
2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc (to which the assets and liabilities of Alliance & Leicester plc were transferred pursuant to the Part VII Scheme)
Party B:	Langton Funding (No. 1) Limited
Trade Date:	25 January 2008
Effective Date:	25 January 2008
Termination Date:	The date on which the amount outstanding under the Intercompany Loans is reduced to zero.
Business Day centres for all Payments:	London, New York and TARGET2 Settlement Day

Interim Exchanges

Interim Exchange Amount: Each amount specified as such in Appendix 1 (which shall constitute a Party A Interim Exchange Amount and a Party B Interim Exchange Amount).

Party B Interim Exchange Date: In respect of an Interim Exchange Amount, the relevant New Closing Date.

Party A Interim Exchange Date: In respect of an Interim Exchange Amount, the Funding 1 Interest Payment Date immediately following the relevant Party B Interim Exchange

Date.

Calculation of Amounts:

On each Interest Payment Date, the Calculation Agent shall calculate the Swap Provider Amount and the Funding 1 Amount for the then current Interest Period, and forthwith notify Party A, Party B and the Cash Manager of the amounts so determined and of the net amount determined as set out below.

Payments:

If in relation to any Interest Payment Date:

- (i) the Swap Provider Amount for the relevant Interest Period exceeds the Funding 1 Amount for the relevant Interest Period, Party A shall pay the amount of such excess to Party B on such Interest Payment Date;
- (ii) the Funding 1 Amount for the relevant Interest Period exceeds the Swap Provider Amount for the relevant Interest Period, Party B shall pay the amount of such excess to Party A on such Interest Payment Date;
- (iii) the Swap Provider Amount for the relevant Interest Period is equal to the Funding 1 Amount for the relevant Interest Period, no amount shall be due and payable by either party hereunder in relation to such Interest Payment Date.

Calculation Agent:

Santander UK plc acting in its capacity as Servicer pursuant to the Servicing Agreement or as Cash Manager pursuant to the Cash Management Agreement, as the case may be.

3. Account Details:

Payments to Party A:

Direct via CHAPS

Sort Code:

72-01-00

Payments to Party B:

Santander UK plc Direct via CHAPS

Sort Code:

72-01-00

Ref.:

Langton Funding (No.1) Ltd (Transaction Account)

4. Notice Details:

Party A:

Santander UK plc

Address:

2 Triton Square
Regent's Place
London

NW1 3AN

Attention: Mortgage Backed Funding

Facsimile No.: +44 (0)20 7756 5862

Party B: Langton Funding (No. 1) Limited

Address: 35 Great St. Helen's
London
EC3A 6AP

Attention: The Directors

Facsimile No.: 020 7398 6325

With a copy to:- Citicorp Trustee Company Limited (the **Funding 1
Security Trustee**)

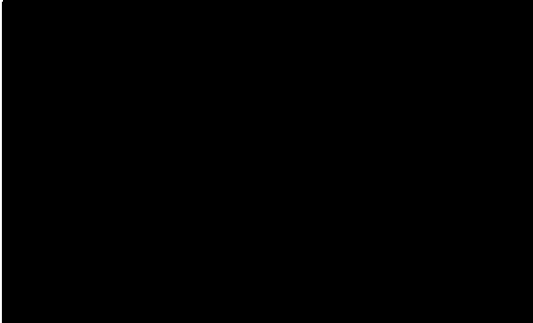
Address: Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Facsimile No: 020 7500 5877

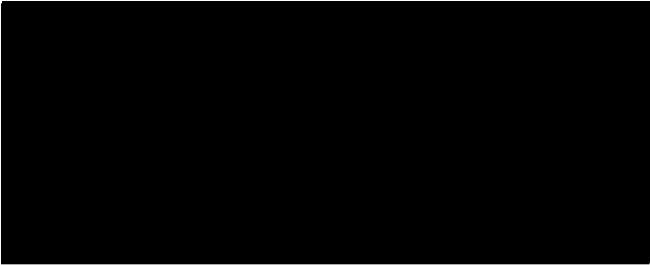
Attention: Agency and Trust

Yours faithfully,

SANTANDER UK PLC



LANGTON FUNDING (NO. 1) LIMITED



Appendix 1

Interim Exchange Amounts

<u>Party B Interim Exchange Date</u>	<u>Party A Interim Exchange Date</u>	<u>Interim Exchange Amount</u>

Appendix 2

Amendment Effective Date Notice

To:

Langton Funding (No.1) Limited
35 Great St. Helen's
London
EC3A 6AP

From:

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

Dated [●]

1. It is hereby agreed that for the purpose of this notice the Confirmation shall mean the Confirmation between us and you dated [●] with an original Trade Date of 25th January 2008 and which has been entered into with respect to the Fixed Rate Loans which have a remaining period up to their reset dates of more than 15 years.
2. Words and expressions in this notice shall have the same meanings as when used in the Confirmation.
3. It is further agreed that the Amendment Effective Date shall be the Calculation Date falling on [●].
4. This notice, and any non-contractual obligations arising out of or in connection with it, shall be governed and construed in accordance with the laws of England.

Signed for an on behalf of
SANTANDER UK PLC

[On duplicate

We hereby acknowledge receipt of and confirm the contents of this Amendment Effective Date Notice dated [].

Signed for and on behalf of
LANGTON FUNDING (NO.1) LIMITED]