

EXECUTION VERSION

SIXTH SUPPLEMENTAL DEED OF CHARGE

26 APRIL 2016

relating to the €35 billion Global Covered Bond Programme

between

**ABBEY COVERED BONDS LLP
SANTANDER UK PLC
ABBEY NATIONAL TREASURY SERVICES PLC
DEUTSCHE BANK TRUST COMPANY AMERICAS
DEUTSCHE TRUSTEE COMPANY LIMITED
DEUTSCHE BANK AG, LONDON BRANCH
WILMINGTON TRUST SP SERVICES (LONDON) LIMITED
BARCLAYS BANK PLC
NATIONAL AUSTRALIA BANK LIMITED
DEUTSCHE BANK AKTIENGESELLSCHAFT
BNP PARIBAS
NATIXIS
BANCO SANTANDER, S.A.
THE ROYAL BANK OF SCOTLAND PLC**

ALLEN & OVERY

Allen & Overy LLP

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THIS SIXTH SUPPLEMENTAL DEED OF CHARGE is made on 26 April 2016 and delivered as a deed on 1 June 2016.

BETWEEN:

- (1) **ABBEY NATIONAL TREASURY SERVICES PLC**, a public limited company incorporated under the laws of England and Wales (with registered number 2338548) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (in its capacities as an **Account Bank** and a **Covered Bond Swap Provider**);
- (2) **SANTANDER UK PLC** (formerly **ABBEY NATIONAL PLC**), a public limited company incorporated under the laws of England and Wales (registered number 2294747) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (in its capacities as an **Account Bank**, the **Arranger**, the **Cash Manager**, a **GIC Provider**, an **Interest Rate Swap Provider**, the **Seller**, the **Issuer** and the **Servicer**);
- (3) **ABBEY COVERED BONDS LLP**, a limited liability partnership incorporated under the laws of England and Wales (with registered number OC312644) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **LLP**);
- (4) **DEUTSCHE TRUSTEE COMPANY LIMITED**, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its capacity as **Bond Trustee** and **Security Trustee**);
- (5) **DEUTSCHE BANK AG, LONDON BRANCH**, acting through its office at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its capacity as **Principal Paying Agent**);
- (6) **DEUTSCHE BANK TRUST COMPANY AMERICAS**, acting through its office at 1761 E. St. Andrew Place, Santa Ana, CA 92705 (in its capacity as **Exchange Agent**, **Registrar** and **Transfer Agent**);
- (7) **DEUTSCHE BANK AKTIENGESELLSCHAFT**, incorporated under the laws of Germany, whose registered office is at Frankfurt am Main, Germany (in its capacity as **N Covered Bond Paying Agent**, **N Covered Bond Registrar** and **N Covered Bond Transfer Agent**);
- (8) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** acting through its office at Third Floor, 1 King's Arms Yard, London EC2R 7AF (in its capacity as the **Corporate Services Provider**);
- (9) **BARCLAYS BANK PLC**, acting through its office at 5 The North Colonnade, Canary Wharf, London E14 4BB (in its capacity as a **Covered Bond Swap Provider**);
- (10) **BNP PARIBAS**, acting through its offices at 10 Harewood Avenue, London NW1 6AA, (in its capacity as a **Covered Bond Swap Provider**);
- (11) **NATIONAL AUSTRALIA BANK LIMITED**, acting through its office at Level 35, 500 Bourke Street, Melbourne, VIC 3000, Australia (in its capacity as a **Covered Bond Swap Provider**);
- (12) **NATIXIS**, acting through its office at Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA (in its capacity as a **Covered Bond Swap Provider**);
- (13) **THE ROYAL BANK OF SCOTLAND PLC**, acting through its offices at 135 Bishopsgate, London, EC2M 3UR (in its capacity as a **Covered Bond Swap Provider**); and

(14) **BANCO SANTANDER, S.A.**, (in its capacity as **Dealer**).

WHEREAS:

- (A) This Sixth Supplemental Deed of Charge is supplemental to (i) the deed of charge dated 3 June 2005 (the **Principal Deed of Charge**), (ii) the supplemental deed of charge dated 4 October 2007 (the **First Supplemental Deed of Charge**), (iii) the second supplemental deed of charge dated 20 May 2008 (the **Second Supplemental Deed of Charge**), (iv) the third supplemental deed of charge dated 9 September 2011 (the **Third Supplemental Deed of Charge**), (v) the fourth supplemental deed of charge dated 12 July 2013 (the **Fourth Supplemental Deed of Charge**) and (vi) the fifth supplemental deed of charge dated 25 June 2014 (the **Fifth Supplemental Deed of Charge**) (the Principal Deed of Charge as supplemented by the First Supplemental Deed of Charge, the Second Supplemental Deed of Charge, the Third Supplemental Deed of Charge, the Fourth Supplemental Deed of Charge and the Fifth Supplemental Deed of Charge is hereinafter referred to as the **Original Deed of Charge**), in each case made between, among others, the Issuer, the LLP, the Seller and the Security Trustee.
- (B) Upon and subject to the terms of the Principal Deed of Charge, the LLP agreed to provide the Security Trustee with the benefit of the security described therein to secure the LLP's obligations under the Transaction Documents. The Security Trustee holds such security on trust for the benefit of the Secured Creditors.
- (C) Pursuant to a deed of substitution, novation and amendment dated on or about the date hereof between, among others, the parties to this Deed, Santander UK plc assumed all the rights and obligations of Abbey National Treasury Services plc as principal obligor and issuer under the Programme, including under the Programme Agreement, the Trust Deed and all other Transaction Documents and in respect of all Series of Covered Bonds issued and to be issued, and replaced Abbey National Treasury Services plc as principal obligor and issuer under the Programme.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) The master definitions and construction agreement made between, among others, the parties to this Deed on 3 June 2005, as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 9 September 2011 and 24 December 2012, as amended on 12 July 2013 pursuant to a Deed of Amendment and Termination and as amended and restated on 23 June 2015 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto, the **Master Definitions and Construction Agreement**) is expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Agreement shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals hereto, and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Agreement. In the event of inconsistency between the Master Definitions and Construction Agreement and the trust presents, the trust presents shall prevail.

1.2 Construction

In this Deed, except where the context otherwise requires:

- (a) the terms of the Trust Deed, the Master Definitions and Construction Agreement and of any other agreement in existence at the date hereof between the parties hereto in relation to any such documents are incorporated in this Deed to the extent required to ensure that any proposed disposition of the Charged Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (b) if the Security Trustee considers that an amount paid by the LLP to a Secured Creditor and/or the Security Trustee and/or any Receiver under or pursuant to the LLP Agreements or under or pursuant to this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the LLP or otherwise and that there is a reasonable prospect of such liquidation or administration occurring and of such payment being so avoided or set aside, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed;
- (c) a reference in this Deed to any property, assets, undertakings or rights includes, unless the context otherwise requires, present and future property, assets, undertakings or rights; and
- (d) **this Deed** means this Sixth Supplemental Deed of Charge and all the Schedules hereto (as from time to time modified and/or supplemented in accordance with the provisions set out herein) and each other document or deed (including, for the avoidance of doubt, each Scottish Supplemental Charge and each Scottish Sub-Security) entered into pursuant hereto (as from time to time modified and/or supplemented as aforesaid) and/or expressed to be supplemental hereto.

1.3 Secured Creditors

The Parties hereby acknowledge and agree that each of Abbey National Treasury Services plc (in its capacities as an Account Bank and a Covered Bond Swap Provider), Santander UK plc (in its capacities as an Account Bank, the Cash Manager, a GIC Provider, an Interest Rate Swap Provider, the Seller, the Issuer, the Arranger and the Servicer), Deutsche Bank AG, London Branch (in its capacity as Principal Paying Agent), Deutsche Trustee Company Limited (in its capacities as Bond Trustee and Security Trustee), Deutsche Bank Trust Company Americas (in its capacity as Exchange Agent, Registrar and Transfer Agent), Deutsche Bank Aktiengesellschaft (in its capacity as N Covered Bond Paying Agent, N Covered Bond Registrar and N Covered Bond Transfer Agent), Wilmington Trust SP Services (London) Limited (in its capacity as the Corporate Services Provider), Barclays Bank Plc (in its capacity as a Covered Bond Swap Provider), BNP Paribas (in its capacity as a Covered Bond Swap Provider), National Australia Bank Limited (in its capacity as a Covered Bond Swap Provider), Natixis (in its capacity as a Covered Bond Swap Provider), The Royal Bank Of Scotland Plc (in its capacity as a Covered Bond Swap Provider) and Banco Santander, S.A. (in its capacity as Dealer) are Secured Creditors pursuant to the Deed of Charge.

1.4 Transaction Documents

The Issuer, the LLP and the Security Trustee hereby acknowledge and agree that each of the documents listed below are designated Transaction Documents:

- (a) this Sixth Supplemental Deed of Charge;

- (b) the deed of substitution, novation and amendment dated the date hereof and made between, amongst others, the parties to this Deed, which will take effect on and from 1 June 2016 (the **Deed of Substitution**);
- (c) the tenth supplemental trust deed dated the date hereof and made between Santander UK plc, Abbey National Treasury Services plc, the LLP, the Bond Trustee and the Security Trustee, which will amend and restate the Trust Deed with effect on and from 1 June 2016;
- (d) the second amended and restated intercompany loan agreement made between, amongst others, the LLP, Santander UK plc and the Security Trustee, as amended and restated by the Deed of Substitution;
- (e) the seventh supplemental LLP deed made between Santander UK plc, the Liquidation Member, the LLP, the Bond Trustee and the Security Trustee, as amended and restated by the Deed of Substitution; and
- (f) the amended and restated master definitions and construction agreement made between, amongst others, Santander UK plc, the LLP, the Bond Trustee, the Security Trustee and the other Secured Creditors, as amended and restated by the Deed of Substitution.

2. ORIGINAL SECURITY

The security created by Clause 4 of this Deed is without prejudice to the security created pursuant to clause 2 of the Original Deed of Charge.

3. AMENDMENT TO THE ORIGINAL DEED OF CHARGE

With effect on and from the Substitution Effective Date, the Original Deed of Charge is further modified in such manner as would result in the Original Deed of Charge as so further modified being in the form set out in the Schedule hereto.

4. SECURITY AND DECLARATION OF TRUST

4.1 With effect on and from the Substitution Effective Date, to the extent that the security as so constituted by the Original Deed of Charge does not secure any Secured Obligations owed to any Secured Creditor in respect of any Charged Property, the parties hereto agree that the LLP grants security to the Security Trustee in accordance with this Clause 4.

4.2 References herein to “Charged Property” and “Security” shall include references to the security granted by the LLP to the Security Trustee under and pursuant to Clause 2 of the Original Deed of Charge.

4.3 The Original Deed of Charge and this Sixth Supplemental Deed of Charge shall henceforth be read and construed together as one deed and the Parties hereto acknowledge and agree that any security created pursuant to this Sixth Supplemental Deed of Charge shall form the Security and may be enforced by the Security Trustee in accordance with the relevant Priority of Payment and subject to the terms and conditions of the Deed of Charge.

4.4 English Loans and Related Security

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*) of the Deed of Charge, hereby charges by way of first fixed charge to the Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Portfolio in respect of the English Loans and their Related Security and all other

related rights under the same including all amounts which may become payable thereunder and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and the Title Deeds and other documents relating to the relevant English Properties and the English Mortgages in the Portfolio including (without limiting the generality of the foregoing) any consents, postponements, reports, valuations, opinions, certificates and other statements of fact or opinion or both given in connection with the English Mortgages in the Portfolio (and all causes and rights of action of the LLP against any person in connection with the same) and any other contractual documents or any security documents in either case setting out the terms of the English Loans in the Portfolio or their Related Security, TO HOLD the same unto the Security Trustee absolutely.

4.5 Northern Irish Loans and Related Security

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*) of the Deed of Charge, hereby charges by way of first fixed charge to the Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Portfolio in respect of the Northern Irish Loans and their Related Security and all other related rights under the same including all amounts which may become payable thereunder and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and the Title Deeds and other documents relating to the relevant Northern Irish Properties and the Northern Irish Mortgages in the Portfolio including (without limiting the generality of the foregoing) any consents, postponements, reports, valuations, opinions, certificates and other statements of fact or opinion or both given in connection with the Northern Irish Mortgages in the Portfolio (and all causes and rights of action of the LLP against any person in connection with the same) and any other contractual documents or any security documents in either case setting out the terms of the Northern Irish Loans in the Portfolio or their Related Security TO HOLD the same unto the Security Trustee absolutely.

4.6 Insurance Policies

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*) of the Deed of Charge, hereby assigns to the Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Insurance Policies to the extent that the Insurance Policies have been assigned to the LLP pursuant to the Mortgage Sale Agreement, and all amounts which may become payable thereunder and the benefit of all covenants and rights relating thereto and all powers and remedies for enforcing the same, TO HOLD the same unto the Security Trustee absolutely.

4.7 Scottish Sub-Securities

The LLP, subject to Clause 3 (*Release of Charged Property*) of the Deed of Charge, hereby undertakes to the Security Trustee and binds and obliges itself:

- (a) upon the delivery to it of any Scottish Transfer pursuant to Clause 4.2 of the Mortgage Sale Agreement in respect of Scottish Mortgages registered or required to be registered in the Land Register of Scotland forthwith to execute and deliver to the Security Trustee in security for payment and discharge of the Secured Obligations a Scottish Sub-Security substantially in the form set out in Schedule 3 of the Deed of Charge in respect of the LLP's whole right, title and interest in and to all of the Scottish Mortgages (and the Scottish Loans secured thereby) to which the LLP is entitled in terms of such Scottish Transfer;
- (b) upon the delivery to it of any Scottish Transfer pursuant to Clause 4.2 of the Mortgage Sale Agreement in respect of Scottish Mortgages recorded or required to be recorded in the General Register of Sasines forthwith to execute and deliver to the Security Trustee in security for payment and discharge of the Secured Obligations a Scottish Sub-Security

substantially in the form set out in Schedule 4 of the Deed of Charge in respect of the LLP's whole right, title and interest in and to all Scottish Mortgages (and the Scottish Loans secured thereby) to which the LLP is entitled in terms of such Scottish Transfer;

- (c) at the time of delivery of any Scottish Sub-Security in accordance with the preceding provisions of this Clause 4.7 to deliver to the Security Trustee the relevant Scottish Transfer pertaining to the Scottish Mortgages specified in the said Scottish Sub-Security;
- (d) if and when called upon to do so by the Security Trustee (but subject to the provisions of the Mortgage Sale Agreement), to use all reasonable endeavours and to take all such steps as are necessary to perfect legal title to the Scottish Loans and their Related Security, including without limitation the registration or recording of the LLP as heritable creditor under such Scottish Mortgages at the Land Register of Scotland or the General Register of Sasines and intimation thereof to the relevant Borrowers; and
- (e) if and when called upon to do so by the Security Trustee, to use all reasonable endeavours to execute and deliver such documents, and in such form, and to take such other steps as the Security Trustee shall reasonably consider necessary to enable the Security Trustee to perfect a first ranking standard security over the right, title and interest of the LLP in and to the Scottish Mortgages and a first ranking fixed security over the right, title and interest of the LLP in and to the other Related Security and all sums secured thereby.

4.8 Scottish Trust Security

- (a) The LLP undertakes forthwith upon the execution and delivery after the Substitution Effective Date of each and every Scottish Declaration of Trust pursuant to Clause 2.8 of the Mortgage Sale Agreement, to execute and deliver to the Security Trustee a Scottish Supplemental Charge substantially in the form set out in Schedule 5 of the Deed of Charge. The other parties to this Deed consent to the entering into from time to time of such Scottish Supplemental Charges and the Security Trustee authorises and instructs the LLP to intimate and give notice to the relevant Seller of the assignation in security made thereunder as provided therein.
- (b) The Seller undertakes to execute each such Scottish Supplemental Charge to which it is a party as trustee under each Scottish Declaration of Trust granted by it.
- (c) The LLP undertakes to the Security Trustee at the time of delivery of any Scottish Supplemental Charge under the terms of Clause 4.8(a) above simultaneously to deliver to the Security Trustee each Scottish Declaration of Trust specified therein.

4.9 Contractual Rights

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*) of the Deed of Charge, hereby assigns to the Security Trustee all of its right, title, benefit and interest, present and future, in, to and under the LLP Agreements (other than this Deed and any Scottish Declaration of Trust), including all rights to receive payment of any amounts which may become payable to it thereunder and all payments received by it thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof, TO HOLD the same unto the Security Trustee absolutely.

4.10 Accounts

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*) of the Deed of Charge, hereby charges by way of first fixed charge in favour of the Security Trustee all of its rights, interest and benefit, present and future, in and to all monies now or at any time hereafter standing to the credit of:

- (a) the GIC Account;
- (b) any Swap Collateral Account;
- (c) any Swap Payments Account; and
- (d) each other account (if any) in which the LLP may at any time have or acquire any right, title, benefit or interest,

and the debts represented by them together with all rights relating or attached thereto (including the right to interest), TO HOLD the same unto the Security Trustee absolutely.

4.11 Excess Proceeds

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*) of the Deed of Charge, hereby charges by way of first fixed charge in favour of the Security Trustee all of its right, title, interest and benefit, present and future in, to and under any Excess Proceeds received from the Bond Trustee pursuant to the Trust Deed and TO HOLD the same unto the Security Trustee absolutely.

4.12 Authorised Investments and Substitution Assets

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*) of the Deed of Charge, hereby charges by way of first fixed charge in favour of the Security Trustee all of its right, title, interest and benefit in, to and under or in respect of any Authorised Investments and Substitution Assets purchased using monies standing to the credit of any LLP Account for the time being owned by it, including all monies, income and proceeds payable thereunder and all rights in respect of or ancillary to such Authorised Investments and Substitution Assets, TO HOLD the same unto the Security Trustee absolutely.

4.13 Floating Charge

The LLP, by way of first floating security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*) of the Deed of Charge, hereby charges by way of first floating charge in favour of the Security Trustee the whole of its undertaking and all its property, assets, rights and revenues, whatsoever and wheresoever, both present and future, other than any property or assets from time to time or for the time being the subject of fixed charges pursuant to Clauses 2.1 (*English Loans and Related Security*) and 2.2 (*Northern Irish Loans and Related Security*) and 2.3 (*Insurance Policies*) and 2.6 (*Contractual Rights*) to 2.9 (*Authorised Investments and Substitution Assets*) (both inclusive) of the Deed of Charge, Clauses 4.4 (*English Loans and Related Security*) and 4.5 (*Northern Irish Loans and Related Security*) and 4.6 (*Insurance Policies*) and 4.9 (*Contractual Rights*) to 4.12 (*Authorised Investments and Substitution Assets*) (both inclusive) of this Deed or otherwise effectively assigned by way of security but extending over all of its undertaking and all of its property, assets, rights and revenues as are situated in Scotland or governed by Scots law (whether or not the subject of fixed charges as aforesaid). The floating charge created hereby is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 of the Insolvency Act 1986.

4.14 Title Guarantee

Each of the dispositions, assignments, assignations or charges over property effected in or pursuant to Clauses 4.4 (*English Loans and Related Security*) to 4.13 (*Floating Charge*) (both inclusive) of this Deed is made with full title guarantee or, in the case of Northern Irish Loans and their Related Security, as beneficial owner or, in relation to Scottish Loans and their Related Security, with absolute warrandice.

4.15 Further Acquired Rights

For the avoidance of doubt and subject to Clauses 4.7 (*Scottish Sub-Securities*) and 4.8 (*Scottish Trust Security*) of this Deed, it is hereby confirmed that reference to Loans (including English Loans, Scottish Loans and Northern Irish Loans), their Related Security and Insurance Policies and related rights under the same includes those which are hereafter sold or transferred to or otherwise acquired by the LLP and that the security created by or pursuant to Clause 4.4 (*English Loans and Related Security*) to Clause 4.12 (*Authorised Investments and Substitution Assets*) (both inclusive) of the this Deed are, and are intended to be, specific and fixed assignments and assignations by way of security of, or specific and fixed charges or standard securities over (as the case may be), the related items, both then present and future acquired.

4.16 Notice and Acknowledgement

The execution of this Deed by each Secured Creditor shall constitute notice to each of them of the assignment, with effect on and from the Substitution Effective Date, of all of the LLP's right, title, interest and benefit present and future in, to and under the agreements referred to in Clause 4.9 (*Contractual Rights*) of this Deed and the execution of this Deed by each of the Secured Creditors shall constitute an express acknowledgement by each of them of such conveyances, transfers, charges and assignments and other Security Interests made or granted by the foregoing provisions of this Clause 4 (*Security and Declaration of Trust*) and each of the Secured Creditors undertakes to the Security Trustee not to do anything inconsistent with the security given under or pursuant to this Deed or knowingly to prejudice the Security Interests in favour of the Security Trustee constituted hereunder or pursuant hereto or the Charged Property provided that, without prejudice to Clause 19 (*Exercise of Certain Rights*) of the Deed of Charge, nothing herein shall be construed as limiting the rights or obligations of any of the Secured Creditors exercisable or to be performed in accordance with and subject to the terms of any of the other Transaction Documents.

4.17 Security Trustee's Discretion

Subject to Clause 22.2 (*Delegation*) of the Deed of Charge, without prejudice to the rights of the Security Trustee after the security created under or pursuant to this Deed has become enforceable, with effect on and from the Substitution Effective Date, the LLP hereby authorises the Security Trustee, prior to the security created by or pursuant to this Deed becoming enforceable, to exercise, or refrain from exercising, all rights, powers, authorities, discretions and remedies of the LLP under or in respect of the LLP Agreements referred to in Clause 4.9 (*Contractual Rights*) of this Deed in such manner as the Security Trustee in its absolute discretion shall think fit. For the avoidance of doubt, the Security Trustee shall not be required to have regard to the interests of the LLP in the exercise or non-exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by the LLP in relation thereto.

4.18 Declaration of Trust

The Security Trustee hereby declares itself trustee of all the covenants, undertakings, charges, assignments, assignations and other security interests made or given to it or to be made or given to it under or pursuant to this Deed and the other LLP Agreements for itself and the other Secured

EXECUTED as a DEED by
SANTANDER UK PLC
in its capacity as **Issuer, Seller, Servicer, Cash**
Manager, an Account Bank, GIC Provider, Interest
Rate Swap Provider and the Arranger
acting by its attorney

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in the presence of

Witness signature: [Redacted]
Witness name: [Redacted]
Witness address: [Redacted]

)

EXECUTED as a DEED by
ABBEY COVERED BONDS LLP
the **LLP**
acting by its attorney

)
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)
)



in the presence of

Witness signature: [Redacted]
Witness name: [Redacted]
Witness address: [Redacted]

)

EXECUTED as a DEED by
DEUTSCHE BANK AG, LONDON BRANCH
in its capacity as **Principal Paying Agent**
acting by two duly authorised signatories

)
)
)
)

Authorised signatory:

Authorised signatory:

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
in its capacity as **Issuer, Seller, Servicer, Cash**)
Manager, an Account Bank, GIC Provider, Interest)
Rate Swap Provider and the **Arranger**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a **DEED** by)
ABBEY COVERED BONDS LLP)
the **LLP**)
acting by its attorney)

in the presence of)

Witness signature:

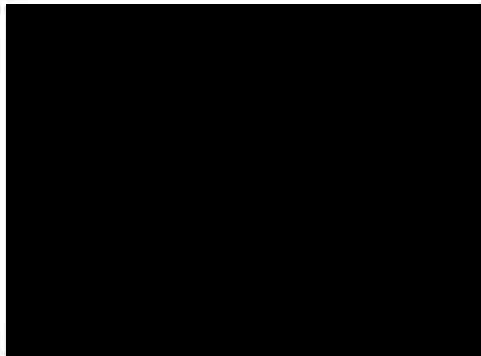
Witness name:

Witness address:

EXECUTED as a **DEED** by)
DEUTSCHE BANK AG, LONDON BRANCH)
in its capacity as **Principal Paying Agent**)
acting by two duly authorised signatories)

Authorised signatory:

Authorised signatory:



EXECUTED as a **DEED** by)
DEUTSCHE BANK TRUST COMPANY)
AMERICAS)
in its capacity as **Registrar, Transfer Agent and**)
Exchange Agent)
acting by two duly authorised signatories)

Authorised signatory:

Authorised signatory:



EXECUTED as a **DEED** by)
DEUTSCHE BANK AKTIENGESELLSCHAFT)
in its capacity as **N Covered Bond Paying Agent, N**)
Covered Bond Registrar and N Covered Bond)
Transfer Agent)
acting by two duly authorised signatories)

Authorised signatory:

Authorised signatory:

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY LIMITED)
in its capacity as **Bond Trustee and Security Trustee**)
was affixed to this **DEED**)

in the presence of)

Associate director:

Associate director:

EXECUTED as a **DEED** by)
DEUTSCHE BANK TRUST COMPANY)
AMERICAS)
in its capacity as **Registrar, Transfer Agent and**)
Exchange Agent)
acting by two duly authorised signatories)

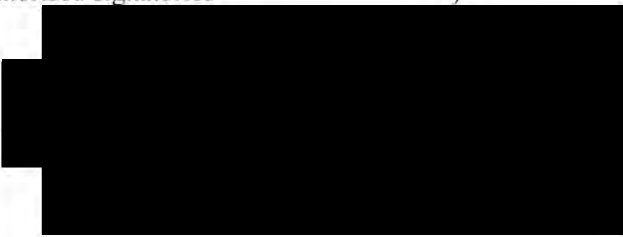
Authorised signatory:

Authorised signatory:

EXECUTED as a **DEED** by)
DEUTSCHE BANK AKTIENGESELLSCHAFT)
in its capacity as **N Covered Bond Paying Agent, N**)
Covered Bond Registrar and N Covered Bond)
Transfer Agent)
acting by two duly authorised signatories)

Authorised signatory:

Authorised signatory:



THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY LIMITED)
in its capacity as **Bond Trustee and Security Trustee**)
was affixed to this **DEED**)

in the presence of)

Associate director:

Associate director:

EXECUTED as a **DEED** by)
DEUTSCHE BANK TRUST COMPANY)
AMERICAS)
in its capacity as **Registrar, Transfer Agent and**)
Exchange Agent)
acting by two duly authorised signatories)

Authorised signatory:

Authorised signatory:

EXECUTED as a **DEED** by)
DEUTSCHE BANK AKTIENGESELLSCHAFT)
in its capacity as **N Covered Bond Paying Agent, N**)
Covered Bond Registrar and N Covered Bond)
Transfer Agent)
acting by two duly authorised signatories)

Authorised signatory:

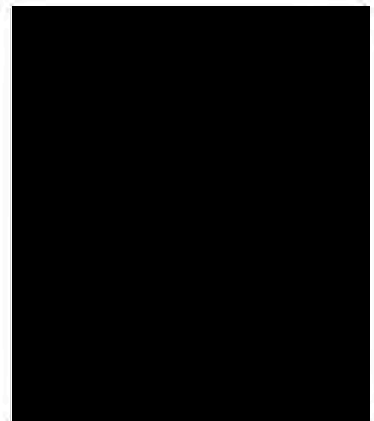
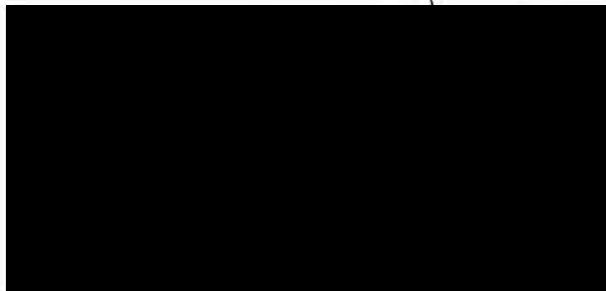
Authorised signatory:

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY LIMITED)
in its capacity as **Bond Trustee and Security Trustee**)
was affixed to this **DEED**)

in the presence of)

Associate director:

Associate director:



EXECUTED as a **DEED** by
WILMINGTON TRUST SP SERVICES
(LONDON) LIMITED
in its capacity as **Corporate Services Provider**
acting by its director

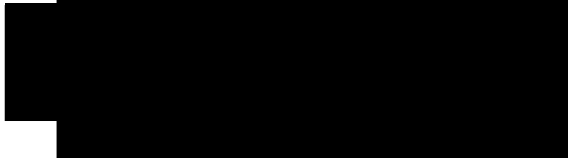
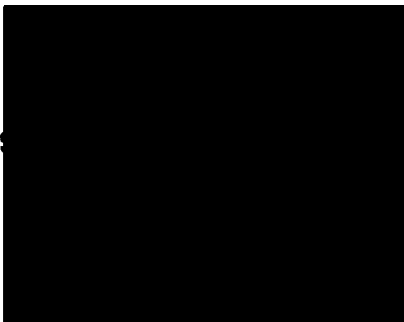
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in the presence of

Witness signature:

Witness name:

Witness address:



EXECUTED as a **DEED** by
BARCLAYS BANK PLC
in its capacity as a **Covered Bond Swap Provider**
acting by its attorney

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in the presence of

Witness signature:

Witness name:

Witness address:

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EXECUTED as a **DEED** by
NATIONAL AUSTRALIA BANK LIMITED
in its capacity as a **Covered Bond Swap Provider**
acting by its attorney

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in the presence of

Witness signature:

Witness name:

Witness address:

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EXECUTED as a **DEED** by)
WILMINGTON TRUST SP SERVICES)
(LONDON) LIMITED)
in its capacity as **Corporate Services Provider**)
acting by its director)

in the presence of)

Witness signature:

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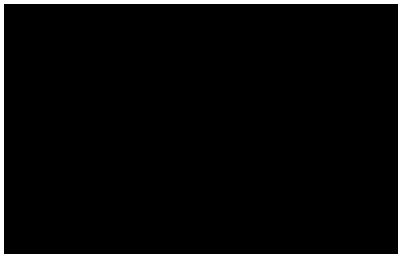
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BARCLAYS BANK PLC)
in its capacity as a **Covered Bond Swap Provider**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:



EXECUTED as a **DEED** by)
NATIONAL AUSTRALIA BANK LIMITED)
in its capacity as a **Covered Bond Swap Provider**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a **DEED** by)
WILMINGTON TRUST SP SERVICES)
(LONDON) LIMITED)
in its capacity as **Corporate Services Provider**)
acting by its director)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a **DEED** by)
BARCLAYS BANK PLC)
in its capacity as a **Covered Bond Swap Provider**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

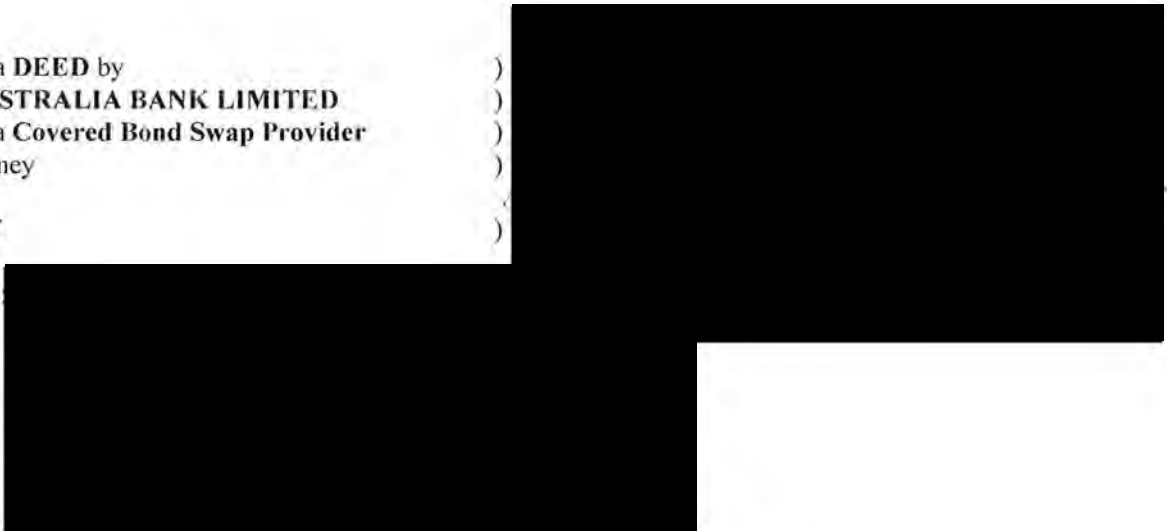
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NATIONAL AUSTRALIA BANK LIMITED)
in its capacity as a **Covered Bond Swap Provider**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:



EXECUTED as a DEED by
BNP PARIBAS
in its capacity as a **Covered Bond Swap Provider**

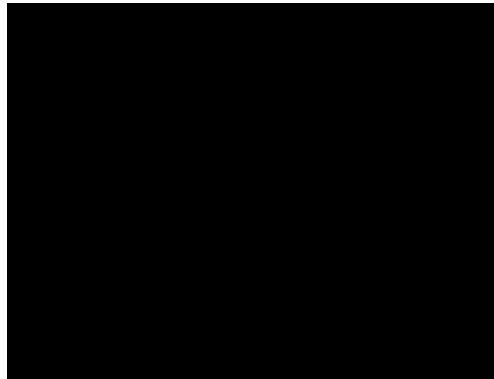
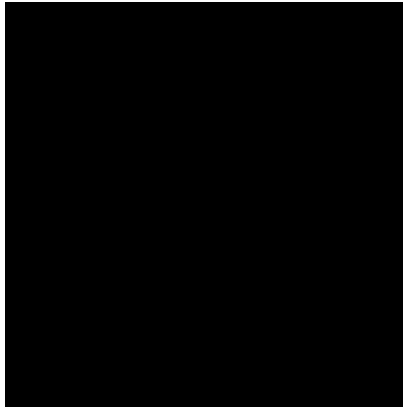
acting by its duly authorised representatives

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By:

Name:

Title:



By:

Name:

Title:

EXECUTED as a DEED by
NATIXIS
in its capacity as a **Covered Bond Swap Provider**
acting by two duly authorised signatories

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Authorised signatory:

Authorised signatory:

EXECUTED as a DEED by
THE ROYAL BANK OF SCOTLAND PLC
in its capacity as a **Covered Bond Swap Provider**
acting by its attorney

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in the presence of

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Witness signature:

Witness name:

Witness address:

EXECUTED as a DEED by)
BNP PARIBAS)
in its capacity as a **Covered Bond Swap Provider**)
acting by its duly authorised representatives)

By:

Name:

Title:

By:

Name:

Title:

EXECUTED as a DEED by)
NATIXIS)
in its capacity as a **Covered Bond Swap Provider**)
acting by two duly authorised signatories)

Authorised signatory:

Authorised signatory:

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND PLC)
in its capacity as a **Covered Bond Swap Provider**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a DEED by)
BNP PARIBAS)
in its capacity as a **Covered Bond Swap Provider**)
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acting by its duly authorised representatives)

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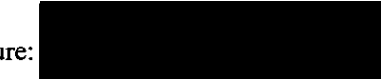
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in its capacity as a **Covered Bond Swap Provider**)
acting by two duly authorised signatories)

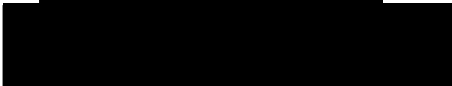
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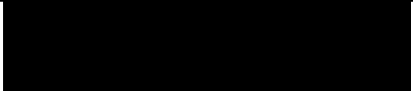
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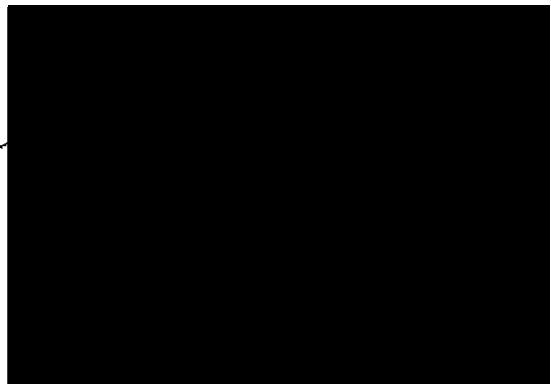
EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND PLC)
in its capacity as a **Covered Bond Swap Provider**)
acting by its attorney)

in the presence of)

Witness signature: 

Witness name: 

Witness address: 



EXECUTED as a **DEED** by)
BANCO SANTANDER, S.A.)
in its capacity as the **Dealer**)
acting by its duly authorised representatives)

By: [Redacted]

Name: [Redacted]
Title: [Redacted]

By: [Redacted]

Name: [Redacted]
Title: [Redacted]

in the presence of

Witness signature:

Witness name:

Witness address:

SCHEDULE 1

FORM OF MODIFIED DEED OF CHARGE

1 JUNE 2016

relating to the €35 billion Global Covered Bond Programme

between

**ABBEY COVERED BONDS LLP
SANTANDER UK PLC
ABBEY NATIONAL TREASURY SERVICES PLC
DEUTSCHE BANK TRUST COMPANY AMERICAS
DEUTSCHE TRUSTEE COMPANY LIMITED
DEUTSCHE BANK AG, LONDON BRANCH
WILMINGTON TRUST SP SERVICES (LONDON) LIMITED
BARCLAYS BANK PLC
NATIONAL AUSTRALIA BANK LIMITED
DEUTSCHE BANK AKTIENGESELLSCHAFT
BNP PARIBAS
NATIXIS
BANCO SANTANDER, S.A.
THE ROYAL BANK OF SCOTLAND PLC**

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED OF CHARGE is made on 3 June 2005 as modified on 4 October 2007, 20 May 2008, 9 September 2011, 12 July 2013, 25 June 2014 and 1 June 2016.

BETWEEN:

- (1) **ABBEY NATIONAL TREASURY SERVICES PLC**, a public limited company incorporated under the laws of England and Wales (with registered number 2338548) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (in its capacities as an **Account Bank** and a **Covered Bond Swap Provider**);
- (2) **SANTANDER UK PLC** (formerly **ABBEY NATIONAL PLC**), a public limited company incorporated under the laws of England and Wales (registered number 2294747) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (in its capacities as the **Issuer**, the **Arranger**, an **Account Bank**, the **Cash Manager**, a **GIC Provider**, an **Interest Rate Swap Provider**, the **Seller** and the **Servicer**);
- (3) **ABBEY COVERED BONDS LLP**, a limited liability partnership incorporated under the laws of England and Wales (with registered number OC312644) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **LLP**);
- (4) **DEUTSCHE TRUSTEE COMPANY LIMITED**, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its capacity as **Bond Trustee** and **Security Trustee**);
- (5) **DEUTSCHE BANK AG, LONDON BRANCH**, acting through its office at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its capacity as **Principal Paying Agent**);
- (6) **DEUTSCHE BANK TRUST COMPANY AMERICAS**, acting through its office at 1761 E. St. Andrew Place, Santa Ana, CA 92705 (in its capacity as **Exchange Agent**, **Registrar** and **Transfer Agent**);
- (7) **DEUTSCHE BANK AKTIENGESELLSCHAFT**, incorporated under the laws of Germany, whose registered office is at Frankfurt am Main, Germany (in its capacity as **N Covered Bond Paying Agent**, **N Covered Bond Registrar** and **N Covered Bond Transfer Agent**);
- (8) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** acting through its office at Third Floor, 1 King's Arms Yard, London EC2R 7AF (in its capacity as the **Corporate Services Provider**);
- (9) **BARCLAYS BANK PLC**, acting through its office at 5 The North Colonnade, Canary Wharf, London E14 4BB (in its capacity as a **Covered Bond Swap Provider**) (**Barclays**);
- (10) **BNP PARIBAS**, acting through its offices at 10 Harewood Avenue, London NW1 6AA, (in its capacity as a **Covered Bond Swap Provider**) (**BNP**);
- (11) **NATIONAL AUSTRALIA BANK LIMITED**, acting through its office at Level 35, 500 Bourke Street, Melbourne, VIC 3000, Australia (in its capacity as a **Covered Bond Swap Provider**) (**NAB**);
- (12) **NATIXIS**, acting through its office at Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA (in its capacity as a **Covered Bond Swap Provider**);
- (13) **THE ROYAL BANK OF SCOTLAND PLC**, acting through its offices at 135 Bishopsgate, London, EC2M 3UR (in its capacity as a **Covered Bond Swap Provider**); and

(14) **BANCO SANTANDER, S.A.**, (in its capacity as **Dealer**).

WHEREAS:

- (A) The LLP has provided a guarantee covering all Guaranteed Amounts when the same become Due for Payment in respect of all Covered Bonds issued under the Programme from time to time.
- (B) The Issuer has agreed to make available Term Advances to the LLP by way of term loans, upon and subject to the terms thereof.
- (C) The Seller has agreed to sell the Initial Portfolio to the LLP on the First Assignment Date pursuant to the Mortgage Sale Agreement. The Seller may also sell from time to time New Portfolios to the LLP after the First Assignment Date. The consideration for such sales includes payment of Deferred Consideration to the Seller by the LLP.
- (D) The Servicer has agreed to service the Loans and their Related Security in the Portfolio on the terms set out in the Servicing Agreement.
- (E) The Cash Manager has agreed to provide certain cash management services to the LLP on the terms set out in the Cash Management Agreement.
- (F) Each Account Bank and the GIC Provider has agreed to provide certain banking services to the LLP on the terms set out in the Bank Account Agreement and the Guaranteed Investment Contract respectively.
- (G) The Agents have agreed to provide certain agency services on behalf of the LLP following the service of a Notice to Pay on the LLP for the benefit of the Covered Bondholders pursuant to the Agency Agreement.
- (H) The Corporate Services Provider has agreed to provide certain corporate services to the Liquidation Member and Holdings on the terms set out in the Corporate Services Agreement.
- (I) The Interest Rate Swap Provider has entered into the Interest Rate Swaps with the LLP and the Security Trustee and acceded to this Deed on 30 March 2016.
- (J) Barclays has entered into Covered Bond Swaps with the LLP and the Security Trustee and acceded to this Deed on 8 June 2005.
- (K) BNP and RBS have entered into Covered Bond Swaps with the LLP and the Security Trustee and acceded to this Deed on 12 April 2006.
- (L) NAB and Natixis have entered into Covered Bond Swaps the LLP and the Security Trustee and acceded to this Deed on 18 September 2014.
- (M) New Secured Creditors (including, without limitation, New Sellers, New Servicers, the Interest Rate Swap Provider and each Covered Bond Swap Provider) will accede to this Deed from time to time on terms set out herein.
- (N) Upon and subject to the terms of the deed of charge made on 3 June 2005 as modified on 4 October 2007, 20 May 2008, 9 September 2011, 12 July 2013 and 25 June 2014, the LLP agreed to provide the Security Trustee with the benefit of the security described therein to secure the LLP's obligations under the Transaction Documents. The Security Trustee holds such security on trust for the benefit of the Secured Creditors.

- (O) Pursuant to a deed of substitution, novation and amendment dated 26 April 2016 between, among others, the parties to this Deed, from the Substitution Effective Date Santander UK plc assumed all the rights and obligations of Abbey National Treasury Services plc as principal obligor and issuer under the Programme, including under the Programme Agreement, the Trust Deed and all other Transaction Documents and in respect of all Series of Covered Bonds issued and to be issued, and replaced Abbey National Treasury Services plc as principal obligor and issuer under the Programme.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) The master definitions and construction agreement made between, among others, the parties to this Deed dated 3 June 2005, as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 9 September 2011 and 24 December 2012, as amended on 12 July 2013 pursuant to a Deed of Amendment and Termination and as amended and restated on 23 June 2015 and 1 June 2016 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto, the **Master Definitions and Construction Agreement**) is expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Agreement shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals hereto, and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Agreement. In the event of inconsistency between the Master Definitions and Construction Agreement and the trust presents, the trust presents shall prevail.

1.2 Construction

In this Deed, except where the context otherwise requires:

- (a) the terms of the Trust Deed, the Master Definitions and Construction Agreement and of any other agreement in existence at the date hereof between the parties hereto in relation to any such documents are incorporated in this Deed to the extent required to ensure that any proposed disposition of the Charged Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (b) if the Security Trustee considers that an amount paid by the LLP to a Secured Creditor and/or the Security Trustee and/or any Receiver under or pursuant to the LLP Agreements or under or pursuant to this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the LLP or otherwise and that there is a reasonable prospect of such liquidation or administration occurring and of such payment being so avoided or set aside, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed;
- (c) a reference in this Deed to any property, assets, undertakings or rights includes, unless the context otherwise requires, present and future property, assets, undertakings or rights; and
- (d) **this Deed** means this Deed of Charge and all the Schedules hereto (as from time to time modified and/or supplemented in accordance with the provisions set out herein) and all Accession Undertakings entered into under or pursuant to this Deed of Charge and each other document or deed (including, for the avoidance of doubt, each Scottish Supplemental

Charge and each Scottish Sub-Security) entered into pursuant hereto (as from time to time modified and/or supplemented as aforesaid) and/or expressed to be supplemental hereto.

2. SECURITY AND DECLARATION OF TRUST

2.1 English Loans and Related Security

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*), hereby charges by way of first fixed charge to the Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Portfolio in respect of the English Loans and their Related Security and all other related rights under the same including all amounts which may become payable thereunder and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and the Title Deeds and other documents relating to the relevant English Properties and the English Mortgages in the Portfolio including (without limiting the generality of the foregoing) any consents, postponements, reports, valuations, opinions, certificates and other statements of fact or opinion or both given in connection with the English Mortgages in the Portfolio (and all causes and rights of action of the LLP against any person in connection with the same) and any other contractual documents or any security documents in either case setting out the terms of the English Loans in the Portfolio or their Related Security, TO HOLD the same unto the Security Trustee absolutely.

2.2 Northern Irish Loans and Related Security

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*), hereby charges by way of first fixed charge to the Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Portfolio in respect of the Northern Irish Loans and their Related Security and all other related rights under the same including all amounts which may become payable thereunder and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and the Title Deeds and other documents relating to the relevant Northern Irish Properties and the Northern Irish Mortgages in the Portfolio including (without limiting the generality of the foregoing) any consents, postponements, reports, valuations, opinions, certificates and other statements of fact or opinion or both given in connection with the Northern Irish Mortgages in the Portfolio (and all causes and rights of action of the LLP against any person in connection with the same) and any other contractual documents or any security documents in either case setting out the terms of the Northern Irish Loans in the Portfolio or their Related Security TO HOLD the same unto the Security Trustee absolutely.

2.3 Insurance Policies

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*), hereby assigns to the Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Insurance Policies to the extent that the Insurance Policies have been assigned to the LLP pursuant to the Mortgage Sale Agreement, and all amounts which may become payable thereunder and the benefit of all covenants and rights relating thereto and all powers and remedies for enforcing the same, TO HOLD the same unto the Security Trustee absolutely.

2.4 Scottish Sub-Securities

The LLP, subject to Clause 3 (*Release of Charged Property*), hereby undertakes to the Security Trustee and binds and obliges itself:

- (a) upon the delivery to it of any Scottish Transfer pursuant to Clause 4.2 of the Mortgage Sale Agreement in respect of Scottish Mortgages registered or required to be registered in the

Land Register of Scotland forthwith to execute and deliver to the Security Trustee in security for payment and discharge of the Secured Obligations a Scottish Sub-Security substantially in the form set out in Schedule 3 in respect of the LLP's whole right, title and interest in and to all of the Scottish Mortgages (and the Scottish Loans secured thereby) to which the LLP is entitled in terms of such Scottish Transfer;

- (b) upon the delivery to it of any Scottish Transfer pursuant to Clause 4.2 of the Mortgage Sale Agreement in respect of Scottish Mortgages recorded or required to be recorded in the General Register of Sasines forthwith to execute and deliver to the Security Trustee in security for payment and discharge of the Secured Obligations a Scottish Sub-Security substantially in the form set out in Schedule 4 in respect of the LLP's whole right, title and interest in and to all Scottish Mortgages (and the Scottish Loans secured thereby) to which the LLP is entitled in terms of such Scottish Transfer;
- (c) at the time of delivery of any Scottish Sub-Security in accordance with the preceding provisions of this Clause 2.4 simultaneously to deliver to the Security Trustee the relevant Scottish Transfer pertaining to the Scottish Mortgages specified in the said Scottish Sub-Security;
- (d) if and when called upon to do so by the Security Trustee (but subject to the provisions of the Mortgage Sale Agreement), to use all reasonable endeavours and to take all such steps as are necessary to perfect legal title to the Scottish Loans and their Related Security, including without limitation the registration or recording of the LLP as heritable creditor under such Scottish Mortgages at the Land Register of Scotland or the General Register of Sasines and intimation thereof to the relevant Borrowers; and
- (e) if and when called upon to do so by the Security Trustee, to use all reasonable endeavours to execute and deliver such documents, and in such form, and to take such other steps as the Security Trustee shall reasonably consider necessary to enable the Security Trustee to perfect a first ranking standard security over the right, title and interest of the LLP in and to the Scottish Mortgages and a first ranking fixed security over the right, title and interest of the LLP in and to the other Related Security and all sums secured thereby.

2.5 Scottish Trust Security

- (a) The LLP undertakes forthwith upon the execution and delivery after the date of this Deed of each and every Scottish Declaration of Trust pursuant to Clause 2.8 of the Mortgage Sale Agreement, to execute and deliver to the Security Trustee a Scottish Supplemental Charge substantially in the form set out in Schedule 5. The other parties to this Deed consent to the entering into from time to time of such Scottish Supplemental Charges and the Security Trustee authorises and instructs the LLP to intimate and give notice to the relevant Seller of the assignation in security made thereunder as provided therein.
- (b) The Seller undertakes to execute each such Scottish Supplemental Charge to which it is a party as trustee under each Scottish Declaration of Trust granted by it.
- (c) The LLP undertakes to the Security Trustee at the time of delivery of any Scottish Supplemental Charge under the terms of Clause 2.5(a) simultaneously to deliver to the Security Trustee each Scottish Declaration of Trust specified therein.

2.6 Contractual Rights

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*), hereby assigns to the Security Trustee all of its

right, title, benefit and interest, present and future, in, to and under the LLP Agreements (other than this Deed and any Scottish Declaration of Trust), including all rights to receive payment of any amounts which may become payable to it thereunder and all payments received by it thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof, TO HOLD the same unto the Security Trustee absolutely.

2.7 Accounts

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*), hereby charges by way of first fixed charge in favour of the Security Trustee all of its rights, interest and benefit, present and future, in and to all monies now or at any time hereafter standing to the credit of:

- (a) the GIC Account;
- (b) any Swap Collateral Account
- (c) any Swap Payments Account and
- (d) each other account (if any) in which the LLP may at any time have or acquire any right, title, benefit or interest,

and the debts represented by them together with all rights relating or attached thereto (including the right to interest), TO HOLD the same unto the Security Trustee absolutely.

2.8 Excess Proceeds

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*), hereby charges by way of first fixed charge in favour of the Security Trustee all of its right, title, interest and benefit, present and future in, to and under any Excess Proceeds received from the Bond Trustee pursuant to the Trust Deed and TO HOLD the same unto the Security Trustee absolutely.

2.9 Authorised Investments and Substitution Assets

The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*), hereby charges by way of first fixed charge in favour of to the Security Trustee all of its right, title, interest and benefit in, to and under or in respect of any Authorised Investments and Substitution Assets purchased using monies standing to the credit of any LLP Account for the time being owned by it, including all monies, income and proceeds payable thereunder and all rights in respect of or ancillary to such Authorised Investments and Substitution Assets, TO HOLD the same unto the Security Trustee absolutely.

2.10 Floating Charge

The LLP, by way of first floating security for the payment and discharge of the Secured Obligations, subject to Clause 3 (*Release of Charged Property*), hereby charges by way of first floating charge in favour of the Security Trustee the whole of its undertaking and all its property, assets, rights and revenues, whatsoever and wheresoever, both present and future, other than any property or assets from time to time or for the time being the subject of fixed charges pursuant to Clauses 2.1 (*English Loans and Related Security*) and 2.2 (*Northern Irish Loans and Related Security*) and 2.3 (*Insurance Policies*) and 2.6 (*Contractual Rights*) to 2.9 (*Authorised Investments and Substitution Assets*) (both

inclusive) or otherwise effectively assigned by way of security but extending over all of its undertaking and all of its property, assets, rights and revenues as are situated in Scotland or governed by Scots law (whether or not the subject of fixed charges as aforesaid). The floating charge created hereby is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 of the Insolvency Act 1986.

2.11 Title Guarantee

Each of the dispositions, assignments, assignations or charges over property effected in or pursuant to Clauses 2.1 (*English Loans and Related Security*) to 2.10 (*Floating Charge*) (both inclusive) is made with full title guarantee or, in the case of Northern Irish Loans and their Related Security, as beneficial owner or, in relation to Scottish Loans and their Related Security, will be with absolute warrandice.

2.12 Further Acquired Rights

For the avoidance of doubt and subject to Clauses 2.4 (*Scottish Sub-Securities*) and 2.5 (*Scottish Trust Security*), it is hereby confirmed that reference herein to Loans (including English Loans, Scottish Loans and Northern Irish Loans), their Related Security and Insurance Policies and related rights under the same include those which are hereafter sold or transferred to or otherwise acquired by the LLP and that the security created by or pursuant to Clause 2.1 (*English Loans and Related Security*) to Clause 2.9 (*Authorised Investments and Substitution Assets*) (both inclusive) are, and are intended to be, specific and fixed assignments and assignations by way of security of, or specific and fixed charges or standard securities over (as the case may be), the items to which they relate, both present and future acquired.

2.13 Notice and Acknowledgement

The execution of this Deed by each Secured Creditor shall constitute notice to each of them of the assignment of all of the LLP's right, title, interest and benefit present and future in, to and under the agreements referred to in Clause 2.6 (*Contractual Rights*) and the execution of this Deed by each of the Secured Creditors shall constitute an express acknowledgement by each of them of such conveyances, transfers, charges and assignments and other Security Interests made or granted by the foregoing provisions of this Clause 2 (*Security and Declaration of Trust*) and each of the Secured Creditors undertakes to the Security Trustee not to do anything inconsistent with the security given under or pursuant to this Deed or knowingly to prejudice the Security Interests in favour of the Security Trustee constituted hereunder or pursuant hereto or the Charged Property provided that, without prejudice to Clause 19 (*Exercise of Certain Rights*), nothing herein shall be construed as limiting the rights or obligations of any of the Secured Creditors exercisable or to be performed in accordance with and subject to the terms of any of the other Transaction Documents.

2.14 Security Trustee's Discretion

Subject to Clause 22.2 (*Delegation*), without prejudice to the rights of the Security Trustee after the security created under or pursuant to this Deed has become enforceable, the LLP hereby authorises the Security Trustee, prior to the security created by or pursuant to this Deed becoming enforceable, to exercise, or refrain from exercising, all rights, powers, authorities, discretions and remedies of the LLP under or in respect of the LLP Agreements referred to in Clause 2.6 (*Contractual Rights*) in such manner as the Security Trustee in its absolute discretion shall think fit. For the avoidance of doubt, the Security Trustee shall not be required to have regard to the interests of the LLP in the exercise or non-exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by the LLP in relation thereto.

2.15 Declaration of Trust

The Security Trustee hereby declares itself trustee of all the covenants, undertakings, charges, assignments, assignations and other security interests made or given to it or to be made or given to it under or pursuant to this Deed and the other LLP Agreements for itself and the other Secured Creditors in respect of the Secured Obligations owed to each of them respectively upon and subject to the terms and conditions of this Deed.

3. RELEASE OF CHARGED PROPERTY

3.1 On Payment and Discharge of Secured Obligations

Upon the irrevocable and unconditional payment and discharge of all the Secured Obligations to the satisfaction of the Security Trustee, the Security Trustee shall, at the written request and cost of the LLP, release, reassign or discharge the Charged Property to, or to the order of, the LLP.

3.2 Disposal of Authorised Investments and Substitution Assets

Upon the Cash Manager, on behalf of the LLP, making a disposal of any Authorised Investments or Substitution Assets charged pursuant to Clause 2.9 (*Authorised Investments and Substitution Assets*), the Security Trustee shall, if so requested in writing by the Cash Manager (but at the sole cost and expense (on an indemnity basis) of the LLP), but without being responsible for any loss, costs, claims or liabilities whatsoever occasioned and howsoever arising by so acting upon such request, release, reassign or discharge from the encumbrances constituted by this Deed the relevant Authorised Investments and/or Substitution Assets, provided that the proceeds of such disposal are paid into the LLP Account from which the monies to make such Authorised Investments or Substitution Assets were originally drawn, subject to and in accordance with the provisions of the Guaranteed Investment Contract, the Cash Management Agreement and this Deed.

3.3 Withdrawals from LLP Accounts

From time to time, for the avoidance of doubt, there shall be deemed to be released from the Security Interests constituted by this Deed all amounts which the Cash Manager, on behalf of the LLP and the Security Trustee, is permitted to withdraw from the LLP Accounts to apply them pursuant to the relevant Priorities of Payment and otherwise in accordance with the Cash Management Agreement and this Deed, any such release to take effect immediately upon the relevant withdrawal being made provided that where the relevant amount is transferred to another LLP Account, it shall thereupon become subject to the Security Interests constituted by this Deed in respect of such other LLP Account.

3.4 Sale of the Portfolio

In the event of any sale of Loans (including Selected Loans) and their Related Security (and any other related rights under the same) by or on behalf of the LLP pursuant to and in accordance with the Transaction Documents (including repurchase by the Seller in accordance with the terms of the Mortgage Sale Agreement), such Loans and their Related Security (and any other related rights under the same) shall no longer form part of the Portfolio and shall be released from the Security and the Security Trustee shall if so requested in writing by the LLP (and at the sole cost and expense of the LLP) take whatever action is necessary to release, reassign or discharge those Loans and their Related Security (and any other related rights under the same) from the Security Interests created hereunder or pursuant to this Deed in respect thereof on or prior to the date of any such sale provided that, in the case of Selected Loans only, the LLP shall have provided to the Security Trustee a certificate from two Authorised Signatories of the LLP that the Selected Loans have been selected on a Random Basis.

4. CONTINUANCE OF SECURITY

4.1 Continuing Security

The charges, assignments and assignations and other Security Interests contained in or granted pursuant to this Deed:

- (a) shall be without prejudice and in addition to and shall not merge with any other security whatsoever which may be held by the Secured Creditors or the Security Trustee on behalf of the Secured Creditors from the LLP or any other person for or in respect of the whole or part of the Secured Obligations; and
- (b) shall remain in force as continuing security for the Secured Creditors notwithstanding any settlement of account or the existence at any time of a credit balance on any current or other account or any other act, event or matter whatsoever.

4.2 Acknowledgement

The LLP hereby acknowledges the assignments, charges and other Security Interests made or granted by the foregoing provisions of this Deed and undertakes to the Security Trustee not to do anything inconsistent with the security given under or pursuant to this Deed or knowingly to prejudice the security granted to the Security Trustee under or pursuant to this Deed or the Charged Property or the Security Trustee's interest therein and the LLP covenants not to permit the validity, effectiveness, or priority of the security given under or pursuant to this Deed to be postponed, amended, terminated or discharged.

4.3 Accession of New Secured Creditors

As a condition precedent to any new Series or Tranche, as applicable, of Covered Bonds issued under the Programme, any New Secured Creditor shall accede to the terms of this Deed by executing an Accession Undertaking in the form or substantially in the form set out in Schedule 2 (*Form of Accession Undertaking*) to this Deed.

5. PAYMENTS OUT OF THE LLP ACCOUNTS PRIOR TO ENFORCEMENT, REALISATION AND/OR WINDING-UP

5.1 Following service of an LLP Acceleration Notice, realisation of the Security and/or the commencement of winding-up proceedings

No payment, transfer or withdrawal from the LLP Accounts may be made under this Clause 5 at any time after an LLP Acceleration Notice has been served, and/or realisation of the Security and/or the commencement of winding-up proceedings against the LLP.

5.2 Pre-Acceleration Priorities of Payment

Notwithstanding the security rights created by or pursuant to Clause 2 (*Security and Declaration of Trust*), prior to the service of a Notice to Pay or the service of an LLP Acceleration Notice by the Bond Trustee on the LLP and/or realisation of the Security and/or the commencement of winding-up proceedings against the LLP, the Cash Manager, on behalf of the LLP, shall (subject to the terms of the LLP Deed and the Cash Management Agreement) withdraw, or shall instruct the relevant Account Bank or cause the relevant Account Bank to be instructed, to withdraw (unless the intended recipient of the relevant payment agrees otherwise) moneys from the LLP Accounts (excluding any Swap Collateral Excluded Amounts) to be applied in the order of priority on the specified dates (and in each case only if and to the extent that payments or provisions of a higher order of priority have

been made in full and to the extent that such withdrawal does not cause the LLP Accounts to become overdrawn) set out in the Pre-Acceleration Revenue Priority of Payments and the Pre-Acceleration Principal Priority of Payments set out in the LLP Deed.

5.3 Guarantee Priority of Payments

Notwithstanding the security rights created by or pursuant to Clause 2 (*Security and Declaration of Trust*), following the service of a Notice to Pay but prior to the service of an LLP Acceleration Notice by the Bond Trustee on the LLP and/or realisation of the Security and/or the commencement of winding-up proceedings against the LLP, the Cash Manager, on behalf of the LLP, shall (subject to the terms of the LLP Deed and the Cash Management Agreement) withdraw, or shall instruct the relevant Account Bank or cause the relevant Account Bank to be instructed, to withdraw (unless the intended recipient of the relevant payment agrees otherwise) moneys from the LLP Accounts (excluding any Swap Collateral Excluded Amounts) to be applied in the order of priority on the specified dates (and in each case only if and to the extent that payments or provisions of a higher order of priority have been made in full and to the extent that such withdrawal does not cause the LLP Accounts to become overdrawn) as set out in the Guarantee Priority of Payment set out in the LLP Deed.

5.4 Payments under LLP Deed or Cash Management Agreement

Notwithstanding the security rights created by or pursuant to Clause 2 (*Security and Declaration of Trust*), prior to the service of a Notice to Pay or the service of an LLP Acceleration Notice by the Bond Trustee on the LLP and/or realisation of the Security and/or the commencement of winding-up proceedings against the LLP, the Cash Manager, on behalf of the LLP, shall withdraw, or shall instruct the relevant Account Bank or cause the relevant Account Bank to be instructed, to withdraw (unless the intended recipient of the relevant payment agrees otherwise) moneys from the LLP Accounts for application on any London Business Day in making any payments due to be made subject to and in accordance with the Cash Management Agreement, the LLP Deed and this Deed (but only to the extent that such withdrawal does not cause the LLP Accounts to become overdrawn).

5.5 Investments in Authorised Investments and Substitution Assets

Notwithstanding the security rights created by or pursuant to Clause 2 (*Security and Declaration of Trust*) (and without prejudice to Clause 8.10 (*Authorised Investments*)), the Cash Manager may, on behalf of the LLP and the Security Trustee, invest in the name of the LLP and the Security Trustee, moneys standing from time to time to the credit of the LLP Accounts in Authorised Investments and Substitution Assets in accordance with the Cash Management Agreement and the LLP Deed provided that:

- (a) any costs properly incurred by the Security Trustee in making and changing investments will be reimbursed to the Security Trustee by the LLP; and
- (b) all income from and proceeds following the disposal or maturity of Authorised Investments and Substitution Assets shall be credited to the relevant LLP Account.

Notwithstanding the security rights created by or pursuant to Clause 2 (*Security and Declaration of Trust*), Authorised Investments and Substitution Assets may, on any London Business Day, be sold, redeemed, realised or otherwise disposed of subject always to the other provisions hereof (including without limitation Clauses 2.9 (*Authorised Investments and Substitution Assets*) and 3.2 (*Disposal of Authorised Investments and Substitution Assets*)).

5.6 Management and Application of Funds

The LLP shall take or cause to be taken such action as may from time to time be necessary on its part to ensure that the GIC Account shall from time to time be credited with all amounts received by the LLP and falling within any of the following categories:

- (a) all Revenue Receipts and all Principal Receipts;
- (b) all Cash Capital Contributions;
- (c) amounts received by the LLP pursuant to the Interest Rate Swap Agreement from the relevant Swap Payment Account;
- (d) Excess Proceeds received from the Bond Trustee pursuant to the Trust Deed;
- (e) any other amount whatsoever received by or on behalf of the LLP after the Programme Date (including, without limitation, the proceeds of any Term Advances made to the LLP where such proceeds have not been applied to acquire New Portfolios, refinance an existing Term Advance or invest in Substitution Assets or Authorised Investments but excluding any Tax Credits, Swap Collateral Excluded Amounts and premium received by the LLP from a Replacement Covered Bond Swap Provider);
- (f) the proceeds arising from the disposal of any Authorised Investments or Substitution Assets and any and all income or other distributions received by the LLP in respect thereof or arising from the proceeds of any Authorised Investments or Substitution Assets; and
- (g) such other payments received by the LLP as are, or ought in accordance with this Deed to be, comprised in the Charged Property.

5.7 Enforcement When Not All Amounts Due and Payable

If the Security Trustee enforces the Security at a time when either no amounts or not all amounts owing in respect of the Secured Obligations have become due and payable, the Security Trustee (or any Receiver) may, for so long as no such amounts or not all such amounts have become due and payable, pay any monies referred to in Clause 6 (*Payments out of the LLP Accounts Upon Enforcement*) into, and retain such monies in, an interest-bearing account (a **retention account**) to be held by it as security and applied by it in accordance with Clause 6 as and when any of the amounts referred to therein become due and payable.

5.8 VAT

If pursuant to the Transaction Documents and in consideration for a payment made pursuant to Clause 5.2 (*Pre-Acceleration Priorities of Payment*), Clause 5.3 (*Guarantee Priority of Payments*), Clause 5.4 (*Payments under LLP Deed or Cash Management Agreement*) or Clause 6 (*Payments out of LLP Accounts Upon Enforcement*) the recipient of such a payment makes a taxable supply for VAT purposes, the LLP shall, where the payment is not inclusive of an amount in respect of VAT or (in the case of any recipient other than the Bond Trustee or the Security Trustee) Irrecoverable VAT, pay to such recipient, in accordance with the order or priorities referred to in those Clauses, an amount equal to the VAT for which the recipient is liable to account in respect of such supply (against delivery by the suppliers of a valid invoice for VAT purposes).

6. PAYMENTS OUT OF THE LLP ACCOUNTS UPON ENFORCEMENT, REALISATION AND/OR WINDING-UP

6.1 After an LLP Acceleration Notice

From and including the time when the Bond Trustee serves an LLP Acceleration Notice on the LLP and/or realisation of the Security and/or the commencement of winding-up proceedings against the LLP, no amount may be withdrawn from the LLP Accounts without the prior written consent of the Security Trustee.

6.2 Subject to Regulations 28 and 29 of the RCB Regulations, all moneys received or recovered by the Security Trustee or any Receiver, after the service of an LLP Acceleration Notice and/or the commencement of winding-up proceedings against the LLP and/or realisation of the Security, for the benefit of the Secured Creditors in respect of the Secured Obligations (other than any Tax Credit, Third Party Amount or Swap Collateral Excluded Amount), shall be held by it in the LLP Accounts on trust to be applied (save to the extent required otherwise by law), in the following order of priority (and, in each case, only if and to the extent that payments or provisions of a higher order of priority have been made in full) (the **Post-Enforcement Priority of Payments**):

- (a) *first*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of:
 - (i) all amounts due and payable or to become due and payable to
 - (A) the Bond Trustee under the provisions of the Trust Deed together with interest and applicable amounts in respect of VAT (or similar Taxes) chargeable on the supply in respect of which the payment is made as provided therein; and
 - (B) the Security Trustee and any Receiver appointed by the Security Trustee under the provisions of this Deed together with interest and applicable amounts in respect of VAT (or similar Taxes) chargeable on the supply in respect of which the payment is made as provided therein;
 - (ii) any remuneration then due and payable to the Agents under or pursuant to the Agency Agreement together with applicable amounts in respect of VAT (or similar taxes) thereon as provided therein;
 - (iii) amounts in respect of:
 - (A) any remuneration then due and payable to the Servicer and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicer under the provisions of the Servicing Agreement, together with applicable amounts in respect of VAT (or similar Taxes) chargeable on the supply in respect of which the payment is made as provided therein;
 - (B) any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Cash Manager under the provisions of the Cash Management Agreement, together with applicable amounts in respect of VAT (or similar Taxes) chargeable on the supply in respect of which the payment is made as provided therein;

- (C) amounts due to the Account Banks (including any costs, charges, liabilities and expenses) pursuant to the terms of the Bank Account Agreement, together with applicable amounts in respect of VAT (or similar Taxes) chargeable on the supply in respect of which the payment is made as provided therein; and
- (D) amounts (including costs and expenses) due to the Corporate Services Provider pursuant to the terms of the Corporate Services Agreement together with applicable amounts in respect of VAT (or similar Taxes) chargeable on the supply in respect of which the payment is made as provided therein;
- (iv) any amounts due and payable to the Interest Rate Swap Provider (including any termination payment, but excluding any Excluded Swap Termination Amounts) pursuant to the terms of the Interest Rate Swap Agreement;
- (v) any amounts due and payable
 - (A) to the relevant Covered Bond Swap Provider *pro rata* and *pari passu* in respect of each relevant Covered Bond Swap (including any termination payment due and payable by the LLP under the relevant Covered Bond Swap Agreement (but excluding any Excluded Swap Termination Amount) in accordance with the terms of the relevant Covered Bond Swap Agreement; and
 - (B) under the Covered Bond Guarantee, to the Bond Trustee or (if so directed by the Bond Trustee) the Principal Paying Agent on behalf of the Covered Bondholders *pro rata* and *pari passu* in respect of interest and principal due and payable on each Series of Covered Bonds,

provided that if the amount available for distribution under this paragraph (v) (excluding any amount received from any Covered Bond Swap Provider) would be insufficient to pay the Sterling Equivalent of the amounts due and payable under the Covered Bond Guarantee in respect of each Series of Covered Bonds under sub-paragraph (B) above, the shortfall shall be divided amongst all such Series of Covered Bonds on a *pro rata* basis and the amount payable by the LLP to the relevant Covered Bond Swap Provider in respect of each relevant Series of Covered Bonds Swap under sub-paragraph (A) above shall be reduced by the amount of the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;

- (b) *second*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of any Excluded Swap Termination Amounts due and payable by the LLP under the Covered Bond Swap Agreement and the Interest Rate Swap Agreement;
- (c) *third*, in or towards payment of amounts (if any) due and payable to the FCA under the RCB Regulations (other than the initial registration fees) together with applicable VAT (or similar Taxes) thereon as provided therein;
- (d) *fourth*, in or towards payment of all amounts outstanding under the Intercompany Loan Agreement *pro rata* and *pari passu* in respect of each relevant Term Advance;
- (e) *fifth*, in or towards payment of any indemnity amount due to the Members pursuant to the LLP Deed; and

- (f) *sixth*, in or towards payment to the Members (and, if Abbey is not then a Member of the LLP, towards payment of the Abbey Subordinated Loan) pursuant to of the LLP Deed,

provided that if the Issuer has not been admitted to the register of issuers pursuant to Regulation 14 of the RCB Regulations, the above Post-Enforcement Priority of Payments shall not be subject to Regulations 28 and 29 of the RCB Regulations and items (i) to (v) of (a) above shall not be applied *pari passu* but shall be applied in the order of priority set out in paragraph (a), with amounts being applied in respect of (a)(i) (with items (A) and (B) thereof being paid on a *pro rata* and *pari passu* basis), then (a)(ii), then (a)(iii) (with items (A) to (D) thereof being paid on a *pro rata* and *pari passu* basis), then (a)(iv) and then (a)(v) (with items (A) and (B) thereof being paid on a *pro rata* and *pari passu* basis), in each case only if and to the extent that payment in respect of a higher order of priority has been made in full.

Following service of an LLP Acceleration Notice:

- (i) any Tax Credits received by the Trustee or any Receiver in respect of a Swap Agreement will be used to reimburse the relevant Swap Provider for any gross-up in respect of any withholding or deduction made under the relevant Swap Agreement;
- (ii) any Third Party Amounts received by the Security Trustee or any Receiver will be returned to the Seller; and
- (iii) any Swap Collateral Excluded Amounts in respect of a Swap Agreement will be returned to the relevant Swap Provider in accordance with, and subject to, the terms of the relevant Swap Agreement.

Any Third Party Amounts received by the Security Trustee or any Receiver after service of an LLP Acceleration Notice shall be held by them on trust for the Seller until they have been returned to the Seller as provided in (ii) above.

Each of the Secured Creditors hereto acknowledges and concurs (A) with the provisions of this Clause 6.2 and agrees that it shall have no claim against the Security Trustee as a result of the application thereof; and (B) that the application of moneys pursuant to the Post-Enforcement Priority of Payments is without prejudice to the provisions set out in Clause 7.3 (*Repayment - Discharge of the LLP's obligations under this Agreement*) of the Intercompany Loan Agreement.

7. CONFLICT

7.1 Secured Creditors

- (a) The Security Trustee shall, as regards the exercise and performance of all its powers, rights, trusts, authorities, duties and discretions under or pursuant to this Deed or any other Transaction Document to which the Security Trustee is a party or the rights or benefits which are comprised in the Charged Property, have regard only to the interests of the Covered Bondholders whilst any of the Covered Bonds remains outstanding (save in relation to a proposed modification to, or waiver or authorisation of any breach or proposed breach of, any provisions of the Covered Bonds of any Series or any of the Transaction Documents where it shall only have regard to the interests of the Covered Bondholders and, except for any Covered Bond Swap Provider or the Interest Rate Swap Provider who is a member of the Enlarged Abbey Group, the Covered Bond Swap Providers and the Interest Rate Swap Provider) and shall not be required to have regard to the interests of any other Secured Creditor or any other person or to act upon or comply with any direction or request of any other Secured Creditor or any other person whilst any amount remains owing to any Covered Bondholder.

- (b) Where, in connection with such exercise or performance by it of any of its powers, rights, trusts, authorities, duties, and discretions (including without limitation, any modification, waiver, authorisation, determination or substitution) under or pursuant to this Deed or any of the other Transaction Documents, the Security Trustee is required to have regard to Covered Bondholders (or any Series thereof), it shall have regard to the general interests of the Covered Bondholders (or any Series thereof) as a class and shall not have regard to any interests arising from circumstances particular to individual Covered Bondholders, Receiptholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Covered Bondholders, the related Receiptholders, Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Security Trustee shall not be entitled to require, nor shall any Covered Bondholder, Receiptholder or Couponholder be entitled to claim from the Issuer, the LLP, the Bond Trustee, the Security Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Covered Bondholders, Receiptholders and/or Couponholders, except to the extent already provided for in Condition 7 (*Taxation*) and/or in any undertaking or covenant given in addition to, or in substitution for, Condition 7 pursuant to the Trust Deed.
- (c) If, in connection with the exercise of its powers, trusts, authorities or discretions, the Security Trustee: (i) is of the opinion that the interests of the holders of the Covered Bonds of any one or more Series would be materially prejudiced thereby, the Security Trustee shall not exercise such power, trust, authority or discretion without the approval of such Covered Bondholders by Extraordinary Resolution or by a direction in writing of such Covered Bondholders of not less than 25 per cent. of the Sterling Equivalent of the Principal Amount Outstanding of the Covered Bonds of the relevant Series then outstanding; or (ii) is of the opinion (in connection with any modification, waiver or authorisation only) that the interests of a Covered Bond Swap Provider or the Interest Rate Swap Provider, except for any Covered Bond Swap Provider or the Interest Rate Swap Provider who is a member of the Enlarged Abbey Group, would be materially prejudiced thereby, or any such applicable Covered Bond Swap Provider or the Interest Rate Swap Provider (acting reasonably) informs the Security Trustee in writing that it would be materially prejudiced thereby, the Security Trustee shall only exercise such power, trust, authority or discretion with the written consent of such Covered Bond Swap Provider(s) or the Interest Rate Swap Provider and provided that the Security Trustee is satisfied that such exercise will not be materially prejudicial to the interests of the Covered Bondholders.

7.2 Acknowledgement

Each of the Secured Creditors hereby acknowledges and concurs with the provisions of Clause 27.7 (*Secured Creditors*) and each of them agrees that it shall have no claim against the Security Trustee as a result of the application thereof.

8. THE SECURITY TRUSTEE'S POWERS

8.1 Prior Notification

The Security Trustee shall, if reasonably practicable, give prior notification to the Seller of the Security Trustee's intention to enforce the Security, provided always that the failure of the Security Trustee to provide such notification shall not prejudice the ability of the Security Trustee to enforce the Security.

8.2 Enforceable

Without prejudice to the provisions of Clauses 8.5 (*Law of Property Act 1925*) and Clause 8.6 (*Conveyancing and Law of Property Act 1881*) and 9.1 (*Appointment*), (i) the Security shall become immediately enforceable and (ii) the power of sale and other powers conferred by Section 101 of the 1925 Act, as varied or amended by this Deed, shall, in accordance with this Clause 8, be exercisable by the Security Trustee, and (iii) the power of sale and other powers conferred by Section 19 of the 1881 Act, as varied or amended by this Deed, shall, in accordance with this Clause 8, be exercisable by the Security Trustee, and (iv) the LLP shall be deemed to be in default within the meaning of Condition 9(1)(b) of Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, in each case at any time following service of an LLP Acceleration Notice or, if there are no Covered Bonds outstanding, following a default in the payment or discharge of any other Secured Obligations on its due date. Without prejudice to the effectiveness of any service of the LLP Acceleration Notice, as soon as is reasonable thereafter the Bond Trustee shall serve a copy of any LLP Acceleration Notice on each of the Secured Creditors, the LLP, the Rating Agencies and the Asset Monitor.

8.3 Amounts Due

Notwithstanding any other provision of this Deed, all amounts owing under the Secured Obligations shall be deemed to have become due for the purposes of Section 101 of the 1925 Act (and, in the case of Northern Irish Mortgages, section 19 of the 1881 Act) and (to the extent applicable) the statutory power of sale and of appointing a Receiver which are conferred on the Security Trustee under the 1925 Act or the 1881 Act (as varied or extended by this Deed) only (and for no other purpose) and all other powers shall be deemed to arise immediately after execution of this Deed but shall only become enforceable in accordance with Clause 8.2 (*Enforceable*) above. For the avoidance of doubt, the Security Trustee shall not be required to have regard to the interests of the LLP in the exercise of its rights, powers, authorities, discretions and remedies under or pursuant to this Deed.

8.4 Power of Sale

Section 103 of the 1925 Act and, in the case of Northern Irish Mortgages, Section 20 of the 1881 Act shall not apply in relation to any of the charges contained in or pursuant to this Deed and the statutory power of sale (as extended by this Deed) and all other powers shall be exercisable at any time after service of an LLP Acceleration Notice.

8.5 Law of Property Act 1925

The provisions of the 1925 Act relating to the power of sale and the other powers conferred by Section 101(1) and (2) are hereby extended in relation to the LLP (as if such extensions were contained therein) to authorise the Security Trustee at its absolute discretion at any time following the service of an LLP Acceleration Notice or, if there are no Covered Bonds outstanding, following a default in payment or discharge of any other Secured Obligation on its due date and in each case subject to the Security Trustee being indemnified and/or secured to its satisfaction in relation to the exercise of such powers:

- (a) to make demand in the name of the Secured Creditors or in its own right for any moneys and liabilities in respect of the Charged Property;
- (b) to sell, transfer, convey, vary or otherwise dispose of the LLP's title to or interest in the Charged Property, and to do so for any shares, debentures or other securities including, without limitation, any Authorised Investments or Substitution Assets whatsoever comprising part thereof, or in consideration of an agreement to pay all or part of the

purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by Security Interests or a guarantee, or for such other consideration whatsoever as the Security Trustee may in its absolute discretion think fit, and also to grant any option to purchase, and to effect exchanges of, the whole or any part of the Charged Property (and nothing shall preclude any such disposal being made to a Secured Creditor);

- (c) with a view to or in connection with the sale of the Charged Property, to carry out any transaction, scheme or arrangement which the Security Trustee may, in its absolute discretion, consider appropriate;
- (d) to insure the Charged Property against such risks and for such amounts as the Security Trustee may in its absolute discretion consider prudent; and
- (e) to do all or any of the things or exercise all or any of the powers which are mentioned or referred to in Clause 9.6 (*Powers of Receiver*) as if each of them was expressly conferred on the Security Trustee by this Deed and which may not be included in paragraphs (a) to (d) above.

8.6 Conveyancing and Law of Property Act 1881

The provisions of the 1881 Act relating to the power of sale and the other powers conferred by Section 19 are hereby extended in relation to the LLP (as if such extensions were contained therein) to authorise the Security Trustee at its absolute discretion at any time following the service of an LLP Acceleration Notice or, if there are no Covered Bonds outstanding, following a default in payment or discharge of any other Secured Obligation on its due date and in each case subject to the Security Trustee being indemnified and/or secured to its satisfaction in relation to the exercise of such powers:

- (a) to make demand in the name of the Secured Creditors or in its own right for any moneys and liabilities in respect of the Charged Property;
- (b) to sell, transfer, convey, vary or otherwise dispose of the LLP's title to or interest in the Charged Property, and to do so for any shares, debentures or other securities including, without limitation, any Authorised Investments or Substitution Assets whatsoever comprising part thereof, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by Security Interests or a guarantee, or for such other consideration whatsoever as the Security Trustee may in its absolute discretion think fit, and also to grant any option to purchase, and to effect exchanges of, the whole or any part of the Charged Property (and nothing shall preclude any such disposal being made to a Secured Creditor);
- (c) with a view to or in connection with the sale of the Charged Property, to carry out any transaction, scheme or arrangement which the Security Trustee may, in its absolute discretion, consider appropriate;
- (d) to insure the Charged Property against such risks and for such amounts as the Security Trustee may in its absolute discretion consider prudent; and
- (e) to do all or any of the things or exercise all or any of the powers which are mentioned or referred to in Clause 9.6 (*Powers of Receiver*) as if each of them was expressly conferred on the Security Trustee by this Deed and which may not be included in paragraphs (a) to (d) above.

8.7 Delegation to Receiver

In addition and without prejudice to any of its statutory powers, the Security Trustee may at any time by deed delegate to any Receiver all or any of the extended powers of leasing, surrendering or accepting surrenders or renunciations of leases conferred on the Security Trustee by this Deed.

8.8 Additional Powers

The Security Trustee shall have the power to insure against any liabilities or obligations arising:

- (a) as a result of the Security Trustee acting or failing to act in a certain way (other than which may arise from its breach of trust, negligence, fraud or wilful default or that of its officers or employees);
- (b) as a result of any act or failure to act by any person or persons to whom the Security Trustee has delegated any of its trusts, rights, powers, duties, authorities or discretions, or appointed as its agent (other than which may arise from such person's negligence, fraud and/or wilful default);
- (c) in connection with the Charged Property; or
- (d) in connection with or arising from the enforcement of the Security created by or pursuant to this Deed.

The Security Trustee shall not be under any obligation to insure in respect of such liabilities and/or obligations or to require any other person to maintain insurance, but to the extent that it does so, the LLP shall quarterly and on written request pay all insurance premiums and expenses which the Security Trustee may properly incur in relation to such insurance. If the LLP fails to pay such premiums or expenses or to reimburse the Security Trustee therefor, the Security Trustee shall be entitled to be indemnified out of the Charged Property in respect thereof and, where an LLP Acceleration Notice has been served, the indemnification of the Security Trustee in respect of all such insurance premiums and expenses shall be payable in priority to payments to the Covered Bondholders and all other Secured Creditors and otherwise in accordance with this Deed.

8.9 Application to Court

The Security Trustee may at any time after the Security created under or pursuant to this Deed shall have become enforceable apply to the Court for an order that the powers and trusts of this Deed be exercised or carried into execution under the direction of the Court and for the appointment of a Receiver of the Charged Property or any part thereof and for any other order in relation to the execution and administration of the powers and trusts hereof as the Security Trustee shall deem expedient, and it may assent to or approve any application to the Court made at the instance of any of the other Secured Creditors.

8.10 Authorised Investments

Any moneys which under the trusts of this Deed ought to or may be invested by the Security Trustee (or by the Cash Manager or any other agent on its behalf) after the Security created under or pursuant to this Deed shall have become enforceable may be invested in the name of the Security Trustee or in the name of any nominee on its behalf and under the control of the Security Trustee in any Authorised Investments and the Security Trustee may at any time vary or transfer (or direct the Cash Manager to vary or transfer) or exchange any of such Authorised Investments for or into other such Authorised Investments as the Security Trustee in its absolute discretion may determine, and shall not be responsible (save where any loss results from the Security Trustee's breach of trust, fraud,

wilful default or negligence or that of its officers or employees) for any loss occasioned by reason of any such Authorised Investments whether by depreciation in value or otherwise, provided that such Authorised Investments were made in accordance with the foregoing provisions. If a bank or institution with which any monies placed on deposit in accordance with this clause is the Security Trustee or an affiliate of the Security Trustee, it need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on such a deposit to an independent customer.

8.11 Application of Funds

After the Security created under or pursuant to this Deed shall have become enforceable, the Security Trustee may, at its absolute discretion and pending payment, invest moneys at any time available for payment of any amount outstanding under the Intercompany Loan Agreement under Clause 6 (*Payments out of the LLP Accounts Upon Enforcement, Realisation and/or Winding-Up*) to the extent that it is permitted to do so under the FSMA in any Authorised Investments and the Security Trustee may at any time vary, transfer or exchange any of such Authorised Investments for or into other such Authorised Investments as the Security Trustee at its absolute discretion may determine; and such investments with the resulting income thereof may be accumulated and such accumulations and investments shall then be applied in or towards satisfaction of any amounts owing to the Security Trustee under paragraph (a)(i)(B) of the Post-Enforcement Priority of Payments and then in or towards payment of all amounts outstanding under the Intercompany Loan Agreement in accordance with paragraph (c) of the Post-Enforcement Priority of Payments.

8.12 Scottish Trust Property

The Seller and the LLP hereby covenant and agree and undertake that if at any time after the Security constituted by or pursuant to this Deed shall have become enforceable and the Security Trustee or any Receiver shall so require, they will join together in directing the Seller or the Servicer on its behalf to sell or dispose of all or any part of the relevant Scottish Trust Property on terms previously approved by the Security Trustee or any Receiver and/or in causing the trusts constituted by each Scottish Declaration of Trust to which they are a party to be wound up or performed and they will use all reasonable endeavours to take all actions and execute all such documents as may be necessary to effect such sale or disposal or winding up or performance and the distribution or transfer of the relevant Scottish Trust Property or any part thereof in accordance with the terms of each Scottish Declaration of Trust to which they are a party and this Deed. The Seller and the LLP hereby acknowledge and consent to the foregoing as trustee and beneficiary respectively in terms of each Scottish Declaration of Trust to which they are a party.

9. RECEIVER

9.1 Appointment

- (a) Subject to Clause 9.1(b) below, at any time after the Security created under or pursuant to this Deed shall have become enforceable, the Security Trustee may, at its absolute discretion (and shall if properly directed in accordance with Clause 19 (*Exercise of Certain Rights*) and indemnified in accordance with Clause 12 (*Expenses and Indemnity*)), appoint, by writing or by deed, such person or persons (including an officer or officers of the Security Trustee) as the Security Trustee thinks fit, to be a Receiver of the Charged Property or any part thereof and, in the case of an appointment of more than one person, to act together or independently of the other or others. In the event that there is the presentation of a petition to the court for an administration order in relation to the LLP and such presentation is notified to the Secured Creditors, the Secured Creditors shall forthwith notify the Security Trustee.

- (b) The Security Trustee may not appoint an administrative receiver, receiver, manager or receiver and manager pursuant to Clause 9.1(a) above solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 except with leave of the court.

9.2 Removal and Replacement

Except as otherwise required by statute, the Security Trustee may by writing or by deed remove any Receiver and appoint another in its place or to act with any Receiver and the Security Trustee may apply to the Court for an order removing an administrative receiver.

9.3 Extent of Appointment

The exclusion of any part of the Charged Property from the appointment of any Receiver shall not preclude the Security Trustee from subsequently extending its appointment (or that of any Receiver replacing it) to that part of the Charged Property or appointing another Receiver over any other part of the Charged Property.

9.4 Agent of the LLP

Any Receiver shall, so far as the law permits, be the agent of the LLP and the LLP alone shall be responsible for such Receiver's contracts, engagements, acts, omissions, misconduct, negligence or default and for liabilities incurred by him and in no circumstances whatsoever shall the Security Trustee be in any way responsible for or incur any liability in connection with such Receiver's contracts, engagements, acts, omissions, misconduct, negligence or default, and if a liquidator of the LLP shall be appointed, such Receiver shall act as principal and not as agent for the Security Trustee. Notwithstanding the generality of the foregoing, such Receiver shall in the exercise of his powers, authorities and discretions conform to the regulations (if any) from time to time made and given in writing by the Security Trustee.

9.5 Remuneration

The remuneration of any Receiver shall be fixed by the Security Trustee and may be or include a commission calculated by reference to the gross amount of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against such Receiver by the LLP or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise, but subject to Clause 6 (*Payments out of the LLP Accounts Upon Enforcement, Realisation and/or Winding-Up*), such remuneration shall be payable hereunder by the LLP alone. The amount of such remuneration shall be paid in accordance with the terms and conditions and in the manner agreed from time to time between such Receiver and the Security Trustee and in accordance with the Post-Enforcement Priority of Payments.

9.6 Powers of Receiver

Any Receiver of the LLP, in addition to any powers conferred on a Receiver by statute or common law, shall have the following powers:

- (a) to take possession of, get in and collect the Charged Property (or such part thereof in respect of which it may be appointed) or any part thereof including income whether accrued before or after the date of his appointment;
- (b) to carry on, manage, concur in or authorise the management of, or appoint a manager of, the whole or any part of the business of the LLP;

- (c) to sell, exchange, license, surrender, release, disclaim, abandon, return or otherwise dispose of or in any way whatsoever deal with the whole or any part of the Charged Property or any interest in the Charged Property or any part thereof for such consideration (if any) and upon such terms (including by deferred payment or payment by instalments) as it may think fit and to concur in any such transaction;
- (d) to sell or concur in selling the whole or any part of the LLP's business whether as a going concern or otherwise;
- (e) to appoint, engage, dismiss or vary the terms of employment of any employees, officers, managers, agents and advisers of the LLP upon such terms as to remuneration and otherwise and for such periods as he may determine;
- (f) to insure, protect, maintain, repair, alter, improve, replace, exploit, add to and develop or concur in so doing, the Charged Property or any part thereof in any manner and for any purpose whatsoever;
- (g) in connection with the exercise or the proposed exercise of any of its powers or in order to obtain payment of its remuneration (whether or not it is already payable), to borrow or raise money from any person, including the Security Trustee, without security or on the security of any of the Charged Property and generally in such manner and on such terms as it may think fit;
- (h) to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims, disputes and proceedings concerning the Charged Property or any part thereof;
- (i) to transfer all or any of the Charged Property and/or any of the liabilities of the LLP to any other company or body corporate, whether or not formed or acquired for the purpose and to form a subsidiary or subsidiaries of the LLP;
- (j) to sell on condition and to grant rights and options over the whole or any part of the Charged Property and (with or without consideration) to rescind, surrender or disclaim or accept or agree to accept surrenders or disclaimers of agreements relating to or affecting any of the Charged Property in such circumstances, to such persons (including, without limitation, to the Security Trustee), for such purposes and upon such terms whatsoever as it may think fit and also to vary the terms of any contract affecting any of the Charged Property;
- (k) to redeem, discharge or compromise any Encumbrance from time to time having priority to or ranking *pari passu* with this Deed;
- (l) to effect or maintain indemnity insurance and other insurance (including without limitation the Insurance Policies) and obtain bonds and performance guarantees;
- (m) in connection with the exercise of any of its powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the LLP or otherwise, as it may think fit, all documents, receipts, registrations, acts or things which it may consider appropriate;
- (n) to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Charged Property or incidental to the ownership of or rights in or to any of the Charged Property and to complete or effect any transaction entered into by the LLP and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the LLP relating to or affecting the Charged Property;

- (o) to exercise all powers as are described in Schedules 1 and 2 to the Insolvency Act 1986, whether or not the Receiver is an "administrative receiver" as defined in that Act;
- (p) to delegate its powers by way of power of attorney or in any other manner to any person any right, power or discretion exercisable by it under or pursuant to this Deed on the terms (including the power to sub-delegate) and subject to any regulations which such Receiver may think fit and such Receiver shall not be liable or responsible in any way to the LLP or the Security Trustee for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate;
- (q) generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Charged Property which it may consider expedient as effectually as if he were solely and absolutely entitled to the Charged Property;
- (r) in addition:
 - (i) to do all other acts and things which it may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
 - (ii) to exercise in relation to any Charged Property all the powers, authorities and things which it would be capable of exercising if he were the absolute beneficial owner of the same,

and may use the name of the LLP for any of the above purposes; and
- (s) to pay and discharge out of the profits and income of the relevant Charged Property and the moneys to be made by it in carrying on the business of the LLP the expenses incurred in and about the carrying on and management of the business or in the exercise of any of the powers conferred by this Clause 9 or otherwise in respect of such Charged Property and all outgoing which it shall think fit to pay and to apply the residue of the said profits, income or moneys in the manner provided by Clause 6 (*Payments out of the LLP Accounts Upon Enforcement, Realisation and/or Winding-Up*) hereof.

The Security Trustee may pay over to a Receiver any moneys constituting part of the Charged Property to the intent that the same may be applied for the purposes referred to in Clause 6 (*Payments out of the LLP Accounts Upon Enforcement, Realisation and/or Winding-Up*) by such Receiver and the Security Trustee may from time to time determine what funds such Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver.

9.7 Appointment of Administrator

Upon application being made to a court of competent jurisdiction for an administration order or the service of a notice of intention to appoint an administrator or the filing of documents with the court for the appointment of an administrator in relation to the LLP or other order having substantially the same effect to be made on application by a creditor or creditors of the LLP, the Security Trustee shall, subject to it being indemnified and/or secured to its satisfaction, as soon as practicable appoint a Receiver in accordance with this Deed (who shall, to the extent permitted by law, be an "administrative receiver" under Section 29 (2) of the Insolvency Act 1986) of the whole of the Charged Property and, in the case of any application to the court or petition the Security Trustee shall instruct the Receiver to attend at the hearing of the application or petition and take such steps as are necessary to prevent the appointment of an administrator. The Secured Creditors shall cooperate and do all acts and enter into such further documents, deeds or agreements as the Security

Trustee may deem necessary or desirable to ensure that an administration order is not made or that an administrator is not otherwise appointed and that an administrative receiver is appointed.

10. PROTECTION OF THIRD PARTIES

10.1 Enquiry

No purchaser from, or other person dealing with, the Security Trustee or a Receiver shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether the Secured Obligations remain outstanding or have become payable, whether such Receiver is authorised to act or as to the propriety or validity of the exercise or purported exercise of any power by the Security Trustee or such Receiver; and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters and the protections contained in Sections 104 to 107 of the 1925 Act and, in the case of Northern Irish Mortgages, Sections 21 and 22 of the 1881 Act to the extent applicable shall apply to any person purchasing from or dealing with a Receiver or the Security Trustee.

10.2 Receipts

Upon any dealing or transaction under or pursuant to this Deed, the receipt of the Security Trustee or a Receiver, as the case may be, shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Trustee or such Receiver.

11. PROTECTION OF SECURITY TRUSTEE AND RECEIVER

11.1 Liability

Neither the Security Trustee nor any Receiver shall be liable to the LLP, in the absence of a breach of the terms of this Deed, or wilful default, fraud or negligence or breach of trust by it, in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or failure to exercise any of their respective powers.

11.2 Possession

Without prejudice to the generality of Clause 11.3 (*Mortgagee in Possession*), entry into possession of the Charged Property or any part thereof shall not render the Security Trustee or any Receiver liable to account as mortgagee or heritable creditor in possession. If and whenever the Security Trustee or any Receiver enters into possession of the Charged Property, it shall be entitled at any time to go out of such possession.

11.3 Mortgagee in Possession

Neither the Security Trustee nor the Secured Creditors shall, by reason of any assignment or other security made under or pursuant to this Deed, be or be deemed to be a mortgagee or heritable creditor in possession nor shall they take any action (other than, in the case of the Secured Creditors, with the Security Trustee's prior written consent) which would be likely to lead to the Secured Creditors or the Security Trustee becoming a mortgagee or heritable creditor in possession in respect of any property referred to in this Deed. The Security Trustee, in its absolute discretion, may at any time, serve a written notice on the Secured Creditors requiring the Secured Creditors from the date such notice is served to obtain the Security Trustee's prior written consent before taking any action which would be likely to lead to the Secured Creditors or the Security Trustee becoming a mortgagee or heritable creditor in possession in respect of any property referred to in this Deed.

12. EXPENSES AND INDEMNITY

12.1 Expenses

The LLP covenants with and undertakes to the Security Trustee to reimburse or pay to the Security Trustee or any Receiver the amount of all costs, charges, liabilities and expenses (excluding any corporation tax on remuneration paid to the Security Trustee or any Receiver pursuant to this Deed) properly incurred or sustained by the Security Trustee or any Receiver in connection with:

- (a) the exercise or the attempted exercise, or the consideration of the exercise by or on behalf of the Security Trustee or any Receiver of any of the powers of the Security Trustee or such Receiver, and the enforcement, preservation or attempted preservation of this Deed (or any of the charges contained in or granted pursuant to it) or any of the Charged Property or any other action taken by or on behalf of the Security Trustee or such Receiver with a view to or in connection with the recovery by the Security Trustee or such Receiver of the Secured Obligations from the LLP or any other person; or
- (b) the carrying out of any other act or matter which the Security Trustee or any Receiver may consider to be necessary for the preservation of the Charged Property.

12.2 Indemnity

The LLP agrees to indemnify in full the Security Trustee and any Receiver from and against all expenses and liabilities now or hereafter properly sustained or incurred by the Security Trustee or such Receiver and their respective officers and employees or by any person for whose liability, act or omission the Security Trustee or such Receiver may be answerable, in connection with anything done or omitted to be done under or pursuant to this Deed or any other Transaction Document to which such entity is a party, or in the exercise or purported exercise of the powers herein contained, or occasioned by any breach by the LLP of any of its covenants or other obligations to the Security Trustee, or in consequence of any payment in respect of the Secured Obligations (whether made by the LLP or a third person) being declared void or impeached for any reason whatsoever save where the same arises as the result of the fraud, negligence, wilful default or breach of trust of the Security Trustee or such Receiver or their respective officers or employees or breach by the Security Trustee or such Receiver or their respective officers or employees of the terms of this Deed.

12.3 Taxes

The LLP shall in addition to the amounts payable under this Clause 12 pay to the Security Trustee or any Receiver an amount equal to the amount of any applicable VAT or similar tax that the Security Trustee or, as the case may be, is liable to account for to HM Revenue and Customs or any other tax authority in respect of any supply of services made by the Security Trustee or, as the case may be, the Receiver pursuant to this Deed (against production of a valid VAT (or similar tax) invoice).

12.4 Interest

All sums payable by the LLP under this Clause or Clauses 23.3 (*Disputes*), 12.1 (*Expenses*) and 12.2 (*Indemnity*) shall be payable on the date specified in a demand by the Security Trustee and in the case of payments actually made by the Security Trustee prior to such demand shall carry interest at the rate of two per cent. per annum above the base rate from time to time of National Westminster Bank Plc from the date specified in such demand, and in all other cases shall carry interest at such rate from the date 30 days after the date of the same being demanded or (where the demand specifies that payment by the Bond Trustee will be made on an earlier date) from such earlier date (not being earlier than the date of such demand) to the date of actual payment. Any amounts payable pursuant to Clauses 23.1 (*Remuneration*) and 23.2 (*Additional Remuneration*) shall (if so required by the

Security Trustee) carry interest at the aforesaid rate from the due date thereof to the date of actual payment.

12.5 Stamp Duties

The LLP shall, to the extent permitted by applicable United Kingdom law, pay all stamp, issue, registration, documentary and other fees, duties or taxes of a similar nature, including interest and penalties and for the avoidance of doubt any duty levied under the Stamp Act 1891 as amended and supplemented (but excluding any interest or penalties arising by reason of any act or omission of the Security Trustee or any Covered Bondholder, Receiptholder, Couponholder or other Secured Creditor that is done or omitted to be done other than pursuant to the terms of this Deed), (if any) payable:

- (a) in the United Kingdom, Belgium or Luxembourg on or arising out of or in consequence of:
 - (i) the creation of the Security constituted by or pursuant to this Deed; and
 - (ii) the execution and delivery of this Deed and documents executed pursuant hereto and the other Transaction Documents (except where such obligation to pay such stamp duties and other duties on taxes of a similar nature is expressed to be the obligation of any other party to the Transaction Documents); and
- (b) on or arising out of or in consequence of any action taken by or on behalf of the Security Trustee or (where permitted under this Deed so to do) any Covered Bondholder, Receiptholder or Couponholder to enforce or to resolve any doubt concerning, or for any other purpose in relation to this Deed.

13. PROTECTION OF SECURITY

The LLP further covenants with and undertakes to the Security Trustee from time to time (and, for the purposes mentioned in paragraph (a) below, notwithstanding that the Security Trustee may not have served an LLP Acceleration Notice) upon demand to execute, at the LLP's own cost, any document or do any act or thing (other than any amendment hereto) which the Security Trustee may reasonably specify:

- (a) with a view to registering or perfecting legal title to the Loans and their Related Security transferred to the LLP pursuant to the terms of the Mortgage Sale Agreement and any charge, sub-charge or other security created or intended to be created by or pursuant to this Deed (including the perfecting of the conversion of any floating charge to a fixed charge pursuant to Clauses 14.1 (*Notice*) or 14.2 (*Automatic Crystallisation*)) subject to having first obtained all necessary consents (if any); or
- (b) with a view to facilitating the exercise or the proposed exercise of any of its powers or the realisation of any of the Charged Property; or
- (c) with a view to protecting the Security Interests created by or pursuant to this Deed,

provided that the LLP shall not be obliged to execute any further documentation or take any other action or steps to the extent that it would breach a restriction in any such agreement to which it is party relating to assignment, assignation, transferring, charging or sharing of possession/rights of such benefit.

14. CRYSTALLISATION

14.1 Notice

In addition and without prejudice to any other event resulting in a crystallisation of the floating charge created by or pursuant to this Deed or any other right the Security Trustee may have, the Security Trustee may, at any time, if:

- (a) it believes that the Charged Property or any part thereof is in danger of being seized or sold under any form of distress, diligence or execution levied or threatened or is otherwise in jeopardy or imperilled; or
- (b) any circumstance shall occur which, in the reasonable opinion of the Security Trustee, materially prejudices, imperils, threatens or is likely to do any of the foregoing in respect of the security created by or pursuant to this Deed or the LLP takes or threatens to take any action that would be materially prejudicial to, or would be materially inconsistent with, the security created hereby,

by notice in writing to the LLP declare that the floating charge hereby created shall be converted into a first specific fixed charge or first ranking fixed security as to all of the undertakings, property and assets or such of them as may be specified in the notice, and by way of further assurance, the LLP, at its own expense, shall execute all documents in such form as the Security Trustee shall reasonably require and shall deliver to the Security Trustee all conveyances, deeds, certificates and documents which may be necessary to perfect or, in respect of Scottish assets, to create and perfect, such first specific fixed charge or first ranking fixed security.

14.2 Automatic Crystallisation

Subject as set out below, in addition and without prejudice to any other event resulting in a crystallisation of the floating charge, the floating charge contained herein shall automatically (without any further action on the part of the Security Trustee) be converted into a fixed charge over all property, assets or undertaking of the LLP subject to the floating charge, if and when:

- (a) the Bond Trustee serves an LLP Acceleration Notice on the LLP;
- (b) the LLP ceases to carry on all or substantially all of its business or ceases to be a going concern; or
- (c) the LLP stops making payments to its creditors or gives notice to creditors that it intends to stop payment; or
- (d) the holder of any other Encumbrance in relation to the LLP, whether ranking in priority to or *pari passu* with or after the charges contained in this Deed, appoints a Receiver; or
- (e) any floating charge granted by the LLP to any other person (whether permitted by the Transaction Documents or not) crystallises for any reason whatsoever.

The floating charge created by Clause 2.10 (*Floating Charge*) of this Deed may not be converted into a fixed charge solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 except with leave of the court.

14.3 Failure of Petition for Administration or Winding-up

If any petition for the administration or winding-up of the LLP is dismissed or withdrawn or a resolution for winding-up the LLP is not passed by the necessary majority, then without prejudice to any rights exercisable otherwise than in consequence of the presentation of such petition or resolution and subject to anything done in the meantime in pursuance of the powers given by this Deed and subject to the provisions contained in this Deed as to costs charges and expenses incurred and payments made, possession of the Charged Property will be restored to the LLP, and the LLP and all persons concerned will be remitted to their original rights provided that the Security Trustee is satisfied that its security position at that time is not materially different to that as at the date of this Deed.

15. POWER OF ATTORNEY, ETC.

15.1 Execution of Power of Attorney

Prior to 1 June 2016, the LLP will execute and will deliver to the Security Trustee and each Receiver and/or administrator a power of attorney in or substantially in the form set out in Schedule 1. For the avoidance of doubt, the Security Trustee confirms that it may only exercise the powers conferred under such power of attorney in the circumstances set out in paragraph 1 of Schedule 1.

15.2 Charged Property on Trust

To the extent that it is permitted to do so under the Transaction Documents, for the purpose of giving effect to this Deed, the LLP hereby declares that, after the Security created under or pursuant to this Deed has become enforceable, it will hold all of the Charged Property (subject to the right of redemption) upon trust for the Security Trustee and agrees to convey, assign or otherwise deal with such Charged Property in such manner and to such person as the Security Trustee shall direct, and declares that it shall be lawful for the Security Trustee to appoint a new trustee or trustees of the Charged Property in place of the LLP.

16. OTHER SECURITY, ETC.

16.1 No Merger

The Security Interests contained in or created pursuant to this Deed are in addition to, and shall neither be merged in, nor in any way exclude or prejudice any other Security Interests, right of recourse, set-off or other right whatsoever which the Security Trustee or any Secured Creditor may now or at any time hereafter hold or have (or would apart from this Deed or any charge contained or created pursuant to this Deed hold or have) as regards the LLP or any other person in respect of the Secured Obligations, and neither the Security Trustee (subject to the provisions of Clause 19.6 (*Mandatory Enforcement*)) nor any Secured Creditor shall be under any obligation to take any steps to call in or to enforce any security for the Secured Obligations, and shall not be liable to the LLP for any loss arising from any omission on the part of the Security Trustee or any Secured Creditor to take any such steps or for the manner in which the Security Trustee or any Secured Creditor shall enforce or refrain from enforcing any such security.

16.2 Consolidation

Section 93 of the 1925 Act and Section 17 of the 1881 Act shall not apply in relation to any of the charges contained in this Deed.

16.3 Ruling Off

If the Security Trustee receives notice of any Encumbrance affecting the whole or any part of the Charged Property or any Security Interests created under or pursuant to this Deed in contravention of the provisions hereof:

- (a) the Security Trustee may open a new account in respect of the LLP and, if it does not, it shall nevertheless be deemed to have done so at the time it received such notice; and
- (b) all payments made by the LLP to the Security Trustee after the Security Trustee receives such notice shall be credited or deemed to have been credited to the new account, and in no circumstances whatsoever shall operate to reduce the Secured Obligations as at the time the Security Trustee received such notice.

16.4 Change of Name, etc.

This Deed shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Security Trustee or the LLP or any amalgamation or consolidation by the Security Trustee or the LLP with any other corporation (whether, in the case of the LLP, permitted by the Transaction Documents or not).

17. AVOIDANCE OF PAYMENTS

17.1 No Release

No assurance, security or payment which may be avoided or adjusted under the law, including under any enactment relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Security Trustee or any Secured Creditor on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Security Trustee or any Secured Creditor to recover the Secured Obligations from the LLP (including any monies which it may be compelled to pay or refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection therewith) or to enforce the Security Interests created under or pursuant to this Deed to the full extent of the Secured Obligations.

17.2 Retention of Charges

If the Security Trustee shall have reasonable grounds for believing that the LLP may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act 1986 at the date of any payment made by the LLP to the Security Trustee and that as a result, such payment may be capable of being avoided or clawed back, the Security Trustee shall be at liberty to retain the Security Interests contained in or created pursuant to this Deed until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Secured Obligations notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Security Trustee on, or as a consequence of, such payment or discharge of liability provided that, if at any time within such period, a petition shall be presented to a competent court for an order for the winding up or the making of an administration order in respect of the LLP or the LLP shall commence to be wound up or to go into administration or any analogous proceedings shall be commenced by or against the LLP, as the case may be, the Security Trustee shall be at liberty to continue to retain such security for such further period as the Security Trustee may determine and such security shall be deemed to continue to have been held as security for the payment and discharge to the Security Trustee of all Secured Obligations.

18. SET-OFF

The Security Trustee may at any time after the Security created under or pursuant to this Deed shall have become enforceable (without notice and notwithstanding any settlement of account or other matter whatsoever) combine or consolidate all or any existing accounts of the LLP whether in its own name or jointly with others and held by it or any Secured Creditor and may set-off or transfer all or any part of any credit balance or any sum standing to the credit of any such account (whether or not the same is due to the LLP from the Security Trustee or relevant Secured Creditor and whether or not the credit balance and the account in debit or the Secured Obligations are expressed in the same currency in which case the Security Trustee is hereby authorised to effect any necessary conversions at its prevailing rates of exchange) in or towards satisfaction of any of the Secured Obligations and may in its absolute discretion estimate the amount of any liability of the LLP which is contingent or unascertained and thereafter set-off such estimated amount and no amount shall be payable by the Security Trustee to the LLP unless and until all Secured Obligations have been ascertained and fully repaid or discharged.

19. EXERCISE OF CERTAIN RIGHTS

19.1 No Enforcement by Secured Creditors

Each of the Secured Creditors (other than the Security Trustee and, in relation to sub-paragraph (b)(ii) below, the Bond Trustee) hereby agrees with the LLP and the Security Trustee that:

- (a) only the Security Trustee may enforce the Security in accordance with the provisions hereof; and
- (b) it shall not take any steps for the purpose of:
 - (i) recovering any of the Secured Obligations (including, without limitation, by exercising any rights of set-off); or
 - (ii) enforcing any rights arising out of the Transaction Documents against the LLP or procuring the winding up, administration or liquidation of the LLP in respect of any of its liabilities whatsoever,

unless the Security Trustee, having become bound to take any steps or proceedings to enforce the said Security under or pursuant to this Deed, fails to do so within a reasonable period and such failure is continuing (in which case each of such Secured Creditors shall be entitled to take any such steps and proceedings as it shall deem necessary other than the presentation of a petition for the winding up of, or for an administration order in respect of, the LLP).

19.2 Limited Recourse

Each of the Secured Creditors (other than the Covered Bondholders) hereby agrees with the LLP and the Security Trustee that, notwithstanding any other provision of any Transaction Document, all obligations of the LLP to each Secured Creditor in respect of the Secured Obligations owing to each Secured Creditor are limited in recourse to the Charged Property and, upon the Security Trustee giving written notice to the Secured Creditors that:

- (a) it has determined in its sole opinion that there is no reasonable likelihood of there being any further realisations in respect of the Charged Property (whether arising from enforcement of the Security or otherwise) which would be available to pay amounts outstanding under the Transaction Documents; and

- (b) all amounts available to be applied to pay amounts owing under the Transaction Documents have been so applied in accordance with the provisions of this Deed,

the Secured Creditors shall have no further claim against the LLP in respect of any amounts owing to them which remain unpaid and such unpaid amounts shall be deemed to be discharged in full.

The provisions of this Clause 19.2 shall survive the termination of this Deed.

19.3 Subordination

- (a) Each of the Secured Creditors hereby acknowledges that it has received a copy of the LLP Deed and hereby agrees to be bound by the terms of the Priorities of Payment set out in the LLP Deed and this Deed. Without prejudice to Clause 19.1 (*No Enforcement by Secured Creditors*), each of the Secured Creditors further agrees with each other party to this Deed that, notwithstanding any other provision contained herein or in any other Transaction Document:
 - (i) it will not demand or receive payment of, or any distribution in respect of or on account of, any amounts secured by this Deed and payable by the LLP (or the Cash Manager on its behalf) or the Security Trustee, as applicable, to that Secured Creditor under the Transaction Documents, in cash or in kind, and will not apply any money or assets in discharge of any such amounts payable to it (whether by set off or by any other method (except for any set-off or netting provided for and permitted in accordance with the relevant Swap Agreement)), unless all amounts then due and payable by the LLP to all other Secured Creditors ranking higher in the relevant Priorities of Payments have been paid in full;
 - (ii)
 - (A) if any amount is received by it (including by way of set-off (except for any set-off or netting provided for and permitted in accordance with the relevant Swap Agreement)) in respect of any Secured Liability owed to it prior to the occurrence of an LLP Event of Default and service of an LLP Acceleration Notice, the commencement of winding-up proceedings in respect of the LLP and/or realisation of the Security, other than in accordance with the provisions of this Deed and the Pre-Enforcement Priority of Payments or the Guarantee Priority of Payments, as applicable, then an amount equal to the difference between the amount so received by it and the amount that it would have received had it been paid in accordance with the provisions of this Deed and the Pre-Enforcement Priority of Payments or the Guarantee Priority of Payments, as applicable, shall be received and held by it as trustee for the Security Trustee and shall be paid over to the Security Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of this Deed and the Pre-Enforcement Priority of Payments or the Guarantee Priority of Payments, as applicable;
 - (B) if any amount is received by it (including by way of set-off (except for any set-off or netting provided for and permitted in accordance with the relevant Swap Agreement)) in respect of any Secured Liability owed to it prior to (but excluding) the date on which the Issuer is admitted to the register of issuers pursuant to Regulation 14 of the RCB Regulations but after the occurrence of an LLP Event of Default and service of an LLP Acceleration Notice, the commencement of winding-up proceedings in respect of the LLP and/or realisation of the Security, other than in accordance with the provisions of this Deed and the Post-Enforcement Priority of Payments, then an amount equal to the difference between the amount so received by it and the amount that it would have received had it been paid in accordance with

the provisions of this Deed and the Post-Enforcement Priority of Payments shall be received and held by it as trustee for the Security Trustee and shall be paid over to the Security Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of this Deed and the Post-Enforcement Priority of Payments;

- (C) if any amount is received by it (including by way of set-off (except for any set-off or netting provided for and permitted in accordance with the relevant Swap Agreement)) in respect of any Secured Liability owed to it from (and including) the date on which the Issuer is admitted to the register of issuers pursuant to Regulation 14 of the RCB Regulations and after the occurrence of an LLP Event of Default and service of an LLP Acceleration Notice, the commencement of winding-up proceedings in respect of the LLP and/or realisation of the Security, other than in accordance with the provisions of the Post-Enforcement Priority of Payments and where if such amount (A) is paid to the Covered Bondholders (or another Secured Creditor on their behalf) or (B) is paid to any Covered Bond Swap Provider or (C) would have been paid subordinate to the Covered Bondholders in accordance with the Post-Enforcement Priority of Payments, then (subject to the provisions of Regulations 28 and 29 of the RCB Regulations) an amount equal to the difference between the amount so received by it and the amount that it would have received had it been paid in accordance with the provisions of this Deed and the Post-Enforcement Priority of Payments shall be received and held by it as trustee for the Security Trustee and shall be paid over to the Security Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of this Deed and the Post-Enforcement Priority of Payments; and
- (iii) without prejudice to Clause 19.1 (*No Enforcement by Secured Creditors*), it shall not claim, rank, prove or vote as creditor of the LLP or its estate in competition with any prior ranking Secured Creditors in the relevant Priorities of Payments, the Security Trustee or the Bond Trustee, as applicable, or claim a right of set-off until all amounts then due and payable to Secured Creditors who rank higher in the relevant Priorities of Payments have been paid in full.

- (b) Neither the LLP nor the Security Trustee shall pay or repay, or make any distribution in respect of, any amount owing to a Secured Creditor under the relevant Transaction Documents (in cash or in kind) unless and until all amounts then due and payable by the LLP or the Security Trustee to all other Secured Creditors ranking higher in the relevant Priorities of Payments have been paid in full.
- (c) The perpetuity period for the trusts in this Clause 19.3 shall be 80 years.
- (d) Each of the Secured Creditors acknowledges that this Clause is without prejudice to the provisions set out in Clause 7.3 (*Discharge of the LLP's obligations under this Agreement*) of the Intercompany Loan Agreement.

19.4 Knowledge of Security Trustee of an LLP Event of Default

The Security Trustee will not be deemed to have knowledge of the occurrence of an LLP Event of Default or Potential LLP Event of Default unless the Security Trustee has received written notice from the LLP (or on its behalf) or a Secured Creditor stating that an LLP Event of Default or Potential LLP Event of Default has occurred and describing that LLP Event of Default.

19.5 Discretionary Enforcement

Subject to the provisions of this Deed, the Security Trustee may at any time, at its discretion and without notice, take such proceedings and/or other action as it may think fit against, or in relation to, the LLP or any other person to enforce their respective obligations under or pursuant to this Deed or any other Transaction Document in accordance with its terms. Subject to the provisions of this Deed, at any time after the Security has become enforceable, the Security Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce such Security.

19.6 Mandatory Enforcement

The Security Trustee shall not be bound to take any steps to enforce any provision of this Deed or to institute any proceedings or to enforce the Security unless the Security Trustee:

- (a) shall have been directed to do so by an Extraordinary Resolution of all the Covered Bondholders of all Series (with the Covered Bonds of all Series taken together as a single Series) or requested to do so in writing by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Covered Bonds of all Series (taken together as aforesaid and converted, if applicable, into Sterling at the relevant Covered Bond Swap Rate) then outstanding; and
- (b) shall have been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable and all Liabilities which it may incur by so doing and the terms of such indemnity may include the provision of a fighting fund, non-recourse loan or other similar arrangement.

19.7 Mandatory other action

The Security Trustee shall not be bound to take any other steps (other than the steps referred to in Clause 19.6 above) under or pursuant to this Deed or any of the other Transaction Documents unless the Security Trustee shall have been directed to do so by an Extraordinary Resolution of the Covered Bondholders of the relevant one or more Series (with the Covered Bonds of such Series taken together as a single Series (if more than one Series) and converted, if applicable, into Sterling at the relevant Covered Bond Swap Rate) or requested to do so in writing by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Covered Bonds then outstanding of the relevant one or more Series (taken together and converted into Sterling as aforesaid); and shall have been indemnified and/or secured to its satisfaction as aforesaid.

19.8 Disposal of Charged Property

Notwithstanding Clause 8 (*The Security Trustee's Powers*), if the Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Covered Bonds, the Security Trustee will not be entitled to dispose of any of the Charged Property unless either a sufficient amount would be realised to allow discharge in full of all amounts owing to the Covered Bondholders or the Security Trustee is of the sole opinion, which shall be binding on the Secured Creditors, reached after considering at any time and from time to time the advice of any financial adviser (or such other professional advisers reasonably selected by the Security Trustee for the purpose of giving such advice), that the cash flow prospectively receivable by the LLP will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the LLP, to discharge in full in due course all amounts owing to the Covered Bondholders. The fees and expenses of the aforementioned financial adviser or other professional adviser selected by the Security Trustee shall be paid by the LLP.

20. COVENANTS AND WARRANTIES

20.1 Warranty

The LLP warrants to the Security Trustee that it has taken all necessary steps to enable it to charge, secure or assign in security the Charged Property in accordance with Clause 2 (*Security and Declaration of Trust*), and that it has taken no action or steps to prejudice its right, title and interest in and to the Charged Property.

20.2 Negative Covenants

So long as any of the Secured Obligations remain outstanding, the LLP shall not, save to the extent permitted or contemplated by or provided for in the Transaction Documents or with the prior written consent of the Security Trustee:

- (a) create or permit to subsist any Security Interest whatsoever (unless arising by operation of law) upon the whole or any part of its assets or its undertaking, present or future;
- (b)
 - (i) carry on any business other than as described from time to time in the LLP Deed; or
 - (ii) have any subsidiaries or any subsidiary undertakings (as defined in the Companies Act 1985 as modified for limited liability partnerships) or any employees or premises;
- (c) sell, assign, transfer, convey, lend, part with, charge, declare a trust over, create any beneficial interest in or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of the Charged Property, or any of its interest, estate, right, title or benefit therein or thereto or agree or attempt or purport to do so;
- (d) pay any Capital Distributions or any other amounts to its Members;
- (e) incur any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any obligation of any person;
- (f) consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person;
- (g) permit any of the Transaction Documents to which it is a party to become invalid or ineffective, or the priority of the Security Interests created thereby to be reduced, or consent to any variation of, or exercise any powers of consent or waiver pursuant to the terms of any of the Transaction Documents to which it is a party, or permit any party to any of the Transaction Documents to which it is a party or any other person whose obligations form part of the Charged Property to be released from its respective obligations;
- (h) have an interest in any bank account other than the LLP Accounts, unless such account or interest therein is charged to the Security Trustee on terms acceptable to it;
- (i) do any act or thing the effect of which would be to make the LLP resident in any jurisdiction other than the United Kingdom;
- (j) permit any person other than the LLP and the Security Trustee to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein; or

- (k) engage in any activities in the United States (directly or through agents) or derive any income from United States sources as determined under United States income tax principles or hold any property if doing so would cause it to be engaged or deemed to be engaged in a trade or business within the United States as determined under United States tax principles.

20.3 Positive Covenants

The LLP covenants and undertakes with the Security Trustee for the benefit of the Secured Creditors as follows:

- (a) at all times to carry on and conduct its affairs in accordance with the LLP Deed and all laws and regulations applicable to it;
- (b) to give to the Security Trustee within a reasonable time after request such information and evidence as it shall require and in such form as it shall require, including without prejudice to the generality of the foregoing the procurement by the LLP of all such certificates called for by the Security Trustee under or pursuant to this Deed or any other Transaction Document for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in it under this Deed or any other Transaction Document to which the Security Trustee is a party or by operation of law;
- (c) to cause to be prepared and certified by its auditors in respect of each Financial Year accounts in such form as will comply with relevant legal and accounting requirements applicable to it for the time being;
- (d) at all times to keep or procure the keeping of proper books of account and records and allow the Security Trustee and any person or persons appointed by the Security Trustee to whom the LLP shall have no reasonable objection free access to such books of account and records at all times during normal business hours upon reasonable notice in writing provided that such inspection shall only be for the purposes of carrying out its duties under or pursuant to this Deed and any information so obtained shall only be used and passed on to any other person for the purpose of the Security Trustee carrying out its duties under or pursuant to this Deed;
- (e) to send to the Security Trustee a copy of every balance sheet, profit and loss account, source and application of funds statement (if any), report, or other notice, statement, circular or document issued or given to any holder of securities (including Covered Bondholders and Members in their capacity as such) or creditors of the LLP as soon as reasonably practicable after issue of the same;
- (f) to give notice in writing to the Security Trustee of the occurrence of any LLP Event of Default, Potential LLP Event of Default and/or service of an LLP Acceleration Notice (such notice to be effected by the delivery of a copy of the LLP Acceleration Notice to the Security Trustee) immediately upon becoming aware thereof and without waiting for the Security Trustee to take any further action;
- (g) to give to the Security Trustee (i) within fourteen days after demand by the Security Trustee therefor and (ii) (without the necessity for any such demand) promptly after the publication of its audited accounts in respect of each Financial Year and in any event not later than the date by which it is required by statute to file or publish (whichever is earlier) such audited accounts after the end of each such Financial Year a certificate signed by two Authorised Signatories of the LLP to the effect that as at a date not more than seven days before delivering such certificate (the **certification date**) there did not exist and had not existed since the certification date of the previous certificate (or in the case of the first such

certificate the date hereof) any LLP Event of Default or Potential LLP Event of Default (or if such then exists or existed, specifying the same) and that during the period from and including the certification date of the last such certificate (or in the case of the first such certificate the date hereof) to and including the certification date of such certificate the LLP has complied, to the best of such Authorised Signatories' knowledge and belief, with all its obligations contained in this Deed and each of the other Transaction Documents to which it is a party or (if such is not the case) specifying the respects in which it has not so complied;

- (h) at all times to execute all such further documents and do all such further acts and things as may in the opinion of the Security Trustee be necessary at any time or times to give effect to the terms and conditions of this Deed and the other Transaction Documents;
- (i) at all times to comply with the obligations and provisions binding upon it under and pursuant to this Deed and the other Transaction Documents; and
- (j) duly and promptly to pay and discharge all Taxes imposed upon it or its assets unless such Taxes are being contested in good faith by the LLP.

20.4 Forms MR01, MR09 and 402

The LLP shall make a filing or shall procure that a filing is made with the Registrar of Companies of a duly completed Form LL MR01 and, where appropriate, Form LL MR09 (and, in the case of the Northern Irish Mortgages, a Form 402) together with an executed original (or, where applicable, certified copy) of this Deed (or any amendment, restatement or supplement to this Deed, as applicable) and of each Scottish Supplemental Charge and Scottish Sub-Security within the applicable time limit.

21. SUPPLEMENTS TO THE TRUSTEE ACTS

21.1 Powers of Security Trustee

Parts 1, 2, 3, 4 and 5 of the Trustee Act 2000 shall not apply to the duties of the Security Trustee in relation to the trusts constituted by this Deed. Where there are any inconsistencies between the Trustee Act 1925, the Trustee Act 2000 and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of that Act.

By way of supplement it is expressly declared as follows:

- (a) the Security Trustee may in relation to this Deed or any of the other Transaction Documents act on the opinion or advice of, or a certificate or any information (whether addressed to the Security Trustee or not) obtained from, any lawyer, banker, valuer, surveyor, securities company, broker, auctioneer, accountant or other expert or adviser in the United Kingdom or elsewhere (including, without limitation, any certificate or confirmation from the Rating Agencies), whether obtained by the Security Trustee or any Receiver or any other person and shall not be responsible for any loss occasioned by so acting;
- (b) any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, telex, facsimile reproduction or in any other form and the Security Trustee shall not be liable for acting in good faith on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic provided that such error or lack of authenticity is not manifest;

- (c) the Security Trustee shall (save as expressly otherwise provided in this Deed or any of the other Transaction Documents) as regards all rights, powers, authorities and discretions vested in it by this Deed or any of the other Transaction Documents, or by operation of law, have absolute and uncontrolled discretion as to, and save as otherwise provided in this Deed shall not be liable for any Liability arising as a result of, the exercise or non-exercise thereof;
- (d) the Security Trustee shall be at liberty to place this Deed and all deeds and other documents relating to this Deed with any bank or banking company, or lawyer or firm of lawyers believed by it to be of good repute, in any part of the world, and the Security Trustee shall not be responsible for or be required to insure against any loss incurred in connection with any such deposit and the LLP shall pay all sums required to be paid on account of or in respect of any such deposit;
- (e) the Security Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay, on such terms as it in its absolute discretion deems fit, an agent to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Security Trustee (including the receipt and payment of money), provided that the Security Trustee shall have used reasonable care in the selection of any such agent. The Security Trustee shall not be responsible for any misconduct or default on the part of any person appointed by it in good faith hereunder or be bound to supervise the proceedings or acts of any such persons;
- (f) where it is necessary or desirable for any purpose in connection with this Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Deed or any other Transaction Document or required by law) be converted at such rate or rates in accordance with such method and as at such date for the determination of such rate of exchange, as may be specified by the Security Trustee in its absolute discretion but having regard to current rates of exchange if available and the Security Trustee shall not be liable for any loss occasioned by the said conversion under this paragraph (f);
- (g) subject to Clause 22.5 (*Consent of Security Trustee*), any consent given by the Security Trustee for the purposes of this Deed or any of the other Transaction Documents may be given on such terms and subject to such conditions (if any) as the Security Trustee in its absolute discretion thinks fit and, notwithstanding anything to the contrary contained in this Deed or any of the other Transaction Documents, may be given retrospectively;
- (h) the Security Trustee shall be entitled to rely (without investigation or further inquiry) upon a certificate, reasonably believed by it to be genuine, of the LLP or any other person in respect of every matter and circumstance for which a certificate is expressly provided for under or pursuant to this Deed or the other Transaction Documents and to call for and rely upon a certificate of the LLP or any other person reasonably believed by it to be genuine as to any other fact or matter prima facie within the knowledge of the LLP or such person as sufficient evidence thereof and the Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any Liability that may be caused by it failing to do so;
- (i) the Security Trustee shall be entitled to rely (without investigation or further inquiry) upon instructions or directions given to it by the Bond Trustee as being given on behalf of the holders of one or more Series of Covered Bonds and the Security Trustee shall not be bound in any such case to inquire as to the compliance with the Trust Deed or be responsible for any Liability that may be caused by it failing to do so;
- (j) the Security Trustee shall not be responsible for acting upon any resolution in writing or any other resolution purporting to have been passed at any meeting of Covered Bondholders of one or more Series in respect whereof minutes have been made and purporting to have been

signed by the chairman thereof or any direction or request of the holders of the Covered Bonds of all or any Series, even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution (in that case of a resolution in writing) that not all such holders had signed the resolution or (in the case of a direction or request) it was not signed by the requisite number of holders or that for any reason the resolution, direction or request was not valid or binding upon the Covered Bondholders of the relevant Series;

- (k) the Security Trustee may call for and shall be at liberty to accept and place full reliance on as sufficient evidence of the facts stated therein a certificate or letter of confirmation certified as true and accurate and signed on behalf of Euroclear, Clearstream, Luxembourg or any depositary or common depositary for them or such person as the Security Trustee considers appropriate, or any form of record made by any of them to the effect that any particular time or through any particular period any particular person is, was or will be shown in its records as entitled to a particular number of Covered Bonds;
- (l) the Security Trustee shall have no responsibility for the maintenance of any rating of the Covered Bonds by the Rating Agencies or any other person nor the listing of the Covered Bonds on any stock exchange;
- (m) the Security Trustee shall not be liable for any error of judgement made in good faith by any officer or employee of the Security Trustee assigned by the Security Trustee to administer its corporate trust matters unless it shall be proved that the Security Trustee was negligent in ascertaining the pertinent facts;
- (n) no provision of this Deed or any other Transaction Document shall require the Security Trustee to do anything which may be illegal or contrary to applicable law or regulation or expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers or otherwise in connection with this Deed or any other Transaction Document (including, without limitation, forming any opinion or employing any legal, financial or other adviser), if it shall believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it;
- (o) the Security Trustee shall not (unless and to the extent ordered to do so by a court of competent jurisdiction) be required to disclose to any Secured Creditor any information (including, without limitation, information of a confidential, financial or price sensitive nature) made available to the Security Trustee by the LLP or any other person in connection with the trusts of this Deed or the Transaction Documents and no Secured Creditor shall be entitled to take any action to obtain from the Security Trustee any such information; and
- (p) the Security Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trust as the Security Trustee may determine, including for the purpose of depositing with a custodian this Deed or any documents relating to the trusts created hereunder. The Security Trustee shall not be responsible for any misconduct or default on the part of any person appointed by it in good faith hereunder or be bound to supervise the proceedings or acts of any such persons.

21.2 Representations and Warranties, etc.

- (a) The Security Trustee shall not be responsible for any recitals or statements or warranties or representations of any party (other than the Security Trustee) contained herein or in any other Transaction Document or any other document entered into in connection therewith and may assume the accuracy and correctness thereof and shall not be responsible for the execution, legality,

effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such agreement or other document or any trust or security thereby constituted or evidenced. The Security Trustee may accept without enquiry, requisition or objection such title as the LLP may have to the Charged Property or any part thereof from time to time and shall not be required to investigate or make any enquiry into the title of the LLP to the Charged Property or any part thereof from time to time whether or not any default or failure is or was known to the Security Trustee or might be, or might have been, discovered upon examination, inquiry or investigation and whether or not capable of remedy. Notwithstanding the generality of the foregoing, each Secured Creditor shall be solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the LLP, and the Security Trustee shall not at any time have any responsibility for the same and each Secured Creditor shall not rely on the Security Trustee in respect thereof.

- (b) The Security Trustee will not be responsible for any loss, expense or liability, which may be suffered as a result of any Loans or Related Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Security Trustee. The Security Trustee will not be responsible for (i) supervising the performance by the LLP or any other party to the Transaction Documents of their respective obligations under the Transaction Documents and the Security Trustee will be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties; (ii) considering the basis on which approvals or consents are granted by the LLP or any other party to the Transaction Documents under the Transaction Documents; (iii) monitoring the Portfolio, including, without limitation, whether the Portfolio is in compliance with the Asset Coverage Test or the Amortisation Test; or (iv) monitoring whether Loans and Related Security satisfy the Eligibility Criteria. The Security Trustee will not be liable to any Secured Creditor for any failure to make or to cause to be made on their behalf the searches, investigations and enquiries which would normally be made by a prudent chargee in relation to the Security and have no responsibility in relation to the legality, validity, sufficiency and enforceability of the Security and the Transaction Documents.

21.3 Perfection

The Security Trustee shall not be bound to give notice to any person of the execution of this Deed nor shall it be liable for any failure, omission or defect in perfecting the Security intended to be constituted by this Deed including, without prejudice to the generality of the foregoing:

- (a) failure to obtain any licence, consent or other authority for the execution of the same;
- (b) failure to register the same in accordance with the provisions of any of the documents of title of the LLP to any of the Charged Property; and
- (c) failure to effect or procure registration of or otherwise protect any of the Transaction Documents by registering the same under any registration laws in any territory, or by registering any notice, caution or other entry prescribed by or pursuant to the provisions of the said laws.

21.4 Enforceability, etc.

Without prejudice to the generality of the foregoing, the Security Trustee shall not be responsible for the genuineness, validity, suitability or effectiveness of any of the Transaction Documents or any other documents entered into in connection therewith or any other document or any obligations or rights created or purported to be created thereby or pursuant thereto or any security or the priority thereof constituted or purported to be constituted by or pursuant to this Deed or any of the Transaction Documents, nor shall it be responsible or liable to any person because of any invalidity

of any provision of such documents or the unenforceability thereof, whether arising from statute, law or decision of any court and (without prejudice to the generality of the foregoing) the Security Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:

- (a) the nature, status, creditworthiness or solvency of the LLP or any other person or entity who has at any time provided any security or support whether by guarantee, charge or otherwise;
- (b) the title, ownership, value, sufficiency, enforceability or existence of any Charged Property or any security (howsoever described) relating thereto;
- (c) the execution, legality, validity, adequacy, admissibility in evidence, sufficiency or enforceability of this Deed or any other Transaction Document comprised within the Charged Property or any other document entered into in connection therewith;
- (d) the registration, filing, protection or perfection of any security relating to this Deed or the other Transaction Documents relating to the Charged Property or the priority of the security thereby created whether in respect of any initial advance or any subsequent advance or any other sums or liabilities;
- (e) the scope or accuracy of any representations, warranties or statements made by or on behalf of the LLP or any other person or entity who has at any time provided any Transaction Document comprised within the Charged Property or in any document entered into in connection therewith;
- (f) the performance or observance by the LLP or any other person with any provisions of this Deed or any other Transaction Document comprised within the Charged Property or in any document entered into in connection therewith or the fulfilment or satisfaction of any conditions contained therein or relating thereto or as to the existence or occurrence at any time of any default, event of default or similar event contained therein or any waiver or consent which has at any time been granted in relation to any of the foregoing;
- (g) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with the Charged Property;
- (h) the title of the LLP to any of the Charged Property;
- (i) the failure to effect or procure registration of or to give notice to any person in relation to or otherwise protect the security created or purported to be created by or pursuant to this Deed or other documents entered into in connection herewith;
- (j) the failure to call for delivery of documents of title to or require any transfers, assignments, assignations, legal mortgages, standard securities, charges or other further assurances in relation to any of the assets the subject matter of any of this Deed or any other document;
- (k) the failure to prevent, whether by act or omission, a fixed charge granted under or pursuant to this Deed from becoming a floating charge; or
- (l) any other matter or thing relating to or in any way connected with this Deed or the Charged Property or any document entered into in connection therewith whether or not similar to the foregoing.

21.5 No Supervision

Subject to the provisions allowing the Security Trustee to appoint agents and delegates the Security Trustee shall be under no obligation to monitor or supervise the respective functions of the Account Banks under the Bank Account Agreement, the Cash Manager under the Cash Management Agreement or of any other person under or pursuant to any of the other Transaction Documents.

21.6 No Liability

The Security Trustee shall not be liable or responsible for any Liability which may result from anything done or omitted to be done by it under or pursuant to this Deed or any of the other Transaction Documents save where the same arises as a result of the Security Trustee's fraud, wilful default or negligence or breach of trust.

21.7 Conclusive and Binding Determinations

The Security Trustee as between itself and the Secured Creditors shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Deed and the other Transaction Documents and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Security Trustee, shall be conclusive and shall bind the Security Trustee and the Secured Creditors.

21.8 Use of Proceeds

The Security Trustee shall not be responsible for the receipt or application by the LLP of the proceeds of the issue of any Term Advance.

21.9 Material Prejudice

The Security Trustee may determine whether or not any event, matter or thing is, in its opinion, materially prejudicial to the interests of the Covered Bondholders or, except for any Covered Bond Swap Provider or the Interest Rate Swap Provider who is a member of the Enlarged Abbey Group, any Covered Bond Swap Provider or the Interest Rate Swap Provider and if the Security Trustee shall certify that any such event, matter or thing is, in its opinion, materially prejudicial, such certificate shall be conclusive and binding upon the Secured Creditors.

21.10 No Indemnity

None of the provisions of this Deed shall, in any case in which the Security Trustee has failed to show the degree of care and diligence required of it as security trustee of this Deed, having regard to the provisions of this Deed and any of the other Transaction Documents to which the Security Trustee is a party conferring on the Security Trustee any powers, authorities or discretions, relieve or indemnify the Security Trustee against any liabilities which by virtue of any rule of law would otherwise attach to it in respect of any negligence, wilful default, breach of trust or fraud of which it may be guilty.

21.11 Deficiency or Additional Payment

The Security Trustee shall have no responsibility whatsoever to any Secured Creditor as regards any deficiency or additional payment, as the case may be, which might arise because the Security Trustee is subject to any Tax in respect of the Charged Property or any part thereof or any income therefrom or any proceeds thereof or is required by law to make any withholding or deduction from any payment to any Secured Creditor.

22. SUPPLEMENTAL PROVISIONS REGARDING THE SECURITY TRUSTEE

22.1 Assumption of No Default

Except as herein otherwise expressly provided, the Security Trustee shall be and is hereby entitled to assume without enquiry, and it is hereby declared to be the intention of the Security Trustee that it shall assume without enquiry, that the LLP and each of the other parties thereto is duly performing and observing all the covenants and provisions contained in this Deed and the other Transaction Documents to be performed and observed on their parts and that no event has occurred which constitutes an LLP Event of Default or a Potential LLP Event of Default or which would cause a right or remedy to become exercisable, whether by the LLP, the Issuer or the Security Trustee, under or in respect of any of the Transaction Documents.

22.2 Delegation

The Security Trustee may, in the execution of all or any of the trusts, powers, authorities and discretions vested in it by this Deed or any of the other Transaction Documents, act by responsible officers or a responsible officer for the time being of the Security Trustee. The Security Trustee may also, whenever it thinks expedient in the interests of the Secured Creditors, whether by power of attorney or otherwise, delegate to any person or persons all or any of the trusts, rights, powers, duties, authorities and discretions vested in it by this Deed or any of the other Transaction Documents. Any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate, provided that any instrument or deed of delegation documenting such delegation with such power shall provide that the relevant delegate shall give prompt notice of any such sub-delegation to the LLP) as the Security Trustee may think fit in the interests of the Secured Creditors or any of them and, provided that the Security Trustee shall have exercised reasonable care in the selection of such delegate and, where a power to sub-delegate has been given, has obliged the delegate to exercise reasonable care in the selection of any sub-delegate, the Security Trustee shall not be bound to supervise the proceedings of, or be responsible for any loss incurred by any misconduct or default on the part of, such delegate or sub-delegate. The Security Trustee shall give prompt notice to the LLP and, if requested, the Rating Agencies of the appointment of any delegate as aforesaid.

22.3 Commercial Transactions

Neither the Security Trustee nor any director or officer or holding company, Subsidiary or associated company of a corporation acting as a trustee under the trust presents shall by reason of its or his fiduciary position be in any way precluded from:

- (a) entering into or being interested in any contract or financial or other transaction or arrangement with the Issuer or the LLP or any of their respective Subsidiaries and affiliates (including without limitation any contract, transaction or arrangement of a banking or insurance nature or any contract, transaction or arrangement in relation to the making of loans or the provision of financial facilities or financial advice to, or the purchase, placing or underwriting of or the subscribing or procuring subscriptions for or otherwise acquiring, holding or dealing with, or acting as paying agent in respect of, the Covered Bonds or any other covered bonds, bonds, stocks, shares, debenture stock, debentures or other securities of, the Issuer, the LLP or any of their respective Subsidiaries or affiliates); or
- (b) accepting or holding the trusteeship of any other trust deed constituting or securing any other securities issued by or guaranteed by, or relating to the Issuer or the LLP or any of their respective Subsidiaries or affiliates, or any other office of profit under the Issuer or the LLP or any of their respective Subsidiaries or affiliates,

and shall be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such contract, transaction or arrangement as is referred to in (a) above or, as the case may be, any such trusteeship or office of profit as is referred to in (b) above without regard to the interests of, or consequences for the Covered Bondholders, Receiptholders, Couponholders or any other Secured Creditors and notwithstanding that the same may be contrary or prejudicial to the interests of the Covered Bondholders or any other Secured Creditors and shall not be responsible for any Liability occasioned to the Covered Bondholders, Receiptholders, Couponholders or any other Secured Creditors thereby and shall be entitled to retain and shall not be in any way liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

Where any holding company, Subsidiary or associated company of the Security Trustee or any director or officer of the Security Trustee acting other than in his capacity as such a director or officer has any information, the Security Trustee shall not thereby be deemed also to have knowledge of such information and, unless it shall have actual knowledge of such information, shall not be responsible for any loss suffered by the Covered Bondholders or any other Secured Creditors resulting from the Security Trustee's failing to take such information into account in acting or refraining from acting under or in relation to the trust presents.

22.4 Additional Powers

The powers conferred by this Deed upon the Security Trustee shall be in addition to any powers which may from time to time be vested in it by general law.

22.5 Consent of Security Trustee

If a request in writing is made to the Security Trustee by the LLP or any other person to give its consent to any event, matter or thing, then:

- (a) if the Transaction Document specifies that the Security Trustee is required to give its consent to that event, matter or thing if certain specified conditions are satisfied in relation to that event, matter or thing, then the Security Trustee shall give its consent to that event, matter or thing upon being satisfied that those specified conditions have been satisfied; and
- (b) in any other case and subject as provided in Clauses 22.7 and 22.8, the Security Trustee may give its consent if to do so would not, in its opinion, be materially prejudicial to the interests of the Covered Bondholders.

22.6 Interests of Secured Creditors

Where the Security Trustee is required to have regard to the interests of any Secured Creditor (other than the Covered Bondholders), the Security Trustee may consult with such Secured Creditor and may rely on the written opinion of such Secured Creditor as to whether any act, matter or thing is or is not materially prejudicial to the interests of such Secured Creditor.

22.7 Modification to Transaction Documents

- (a) Subject to Clauses 22.7(b), 22.7(c) 22.7(e), 22.7(f), 22.7(g) and 22.11 (*RCB Regulations*) below, the Security Trustee may from time to time and at any time without any consent or sanction of the Secured Creditors (other than any Secured Creditor that is a party to the relevant document) concur with any person in making or sanctioning any modification (disregarding whether any such modification relates to a Series Reserved Matter):

- (i) to the Covered Bonds of any one or more Series, the related Receipts and/or Coupons or any of the Transaction Documents provided that the Security Trustee is of the sole opinion that such modification will not be materially prejudicial to the interests of any Covered Bondholders of any Series or, except for any Covered Bond Swap Provider or the Interest Rate Swap Provider who is a member of the Enlarged Abbey Group, any Covered Bond Swap Provider or the Interest Rate Swap Provider; or
 - (ii) to the Covered Bonds of any one or more Series, the related Receipts and/or Coupons or any of the Transaction Documents which in the Security Trustee's sole opinion is of a formal, minor or technical nature or is made to correct a manifest error or an error which is, in the opinion of the Security Trustee, proven or to comply with mandatory provisions of law. In establishing whether an error is established as such, the Security Trustee may have regard to any evidence which the Security Trustee considers reasonable to rely upon and may, but shall not be obliged to, have regard to all or any of the following:
 - (A) a certificate from any of the Arrangers:
 - (i) stating the intention of the parties to the relevant Transaction Document;
 - (ii) confirming nothing has been said to or by investors or any other parties which is in any way inconsistent with the stated intention; and
 - (iii) stating the modification to the relevant Transaction Document is required to reflect such intention; or
 - (B) the Rating Agency Confirmation in respect of the modification.
- (b) Subject to Clause 22.11 (*RCB Regulations*) below, the prior consent of the Bond Trustee and the other Secured Creditors (other than the Security Trustee) will not be required or obtained in relation to the accession of any New Secured Creditor to this Deed provided that the relevant conditions precedent (if any) set out in the Transaction Documents are satisfied at the time of the intended accession and a Rating Agency Confirmation is obtained. Accordingly, each Secured Creditor (other than the Security Trustee and the Bond Trustee) shall be deemed to have consented to the admission of any company as a New Secured Creditor without the necessity for the Secured Creditor to concur in or consent to any deed admitting any New Secured Creditor. In addition, each Secured Creditor hereby:
- (i) consents to any consequential changes to the Priorities of Payments set out in the LLP Deed and/or the Deed of Charge as are required and any other amendment as may be required to give effect to the Accession Undertaking save to the extent that any such change or amendment results in an alteration to the ranking of any such Secured Creditor in which event such change or amendment shall not become effective without the prior written consent of such Secured Creditor;
 - (ii) agrees that upon the accession of any New Secured Creditor as provided above any deed, agreement or other document to which such New Secured Creditor is a party shall be subject to the Security Interests set out in Clause 2 (*Security and Declaration of Trust*); and
 - (iii) agrees that upon the accession of any New Secured Creditor as provided above each such New Secured Creditor shall be a Secured Creditor.

- (c) Subject to Clause 22.11 (*RCB Regulations*) below, the Security Trustee and the Bond Trustee shall be obliged to concur in and to effect any modifications to the Transaction Documents that are requested by the LLP or the Cash Manager to accommodate the accession of a New Seller to the Programme subject to the provisions of Clause 22.7(a) being satisfied and provided that (i) the Interest Rate Swap Provider and each of the Covered Bond Swap Providers provide written confirmation to the Security Trustee consenting to such modification of those documents to which they are a party (such consent not to be unreasonably withheld) (which consent shall be deemed to be given by the Interest Rate Swap Provider and each of the Covered Bond Swap Providers (as the case may be) if no written response is received by the Security Trustee from each party, respectively, by the tenth Business Day after the Security Trustee's request for such consent) and (ii) the LLP or the Cash Manager, as the case may be, has certified to the Security Trustee and the Bond Trustee in writing that such modifications are required in order to accommodate the addition of New Sellers to the Programme and (iii) all other conditions precedent to the accession of a New Seller to the Programme set out in the Programme Agreement and the relevant New Mortgage Sale Agreement have been satisfied at the time of the accession.
- (d) If so requested by the Issuer, the Security Trustee shall, without the consent of the Covered Bondholders, Receiptholders or Couponholders in relation to any Covered Bonds issued under the Programme on or after 4 October 2007 or any other Secured Creditor in respect of obligations arising under Transaction Documents entered into on or after 4 October 2007, concur with the Issuer in making any modifications to the trust presents and the other Transaction Documents which are required to be made to enable Covered Bonds issued under the Programme on or after 4 October 2007 to qualify as Regulated Covered Bonds under the RCB Regulations, subject to receipt by the Security Trustee of (i) a certificate signed by two Issuer Authorised Signatories and a certificate of a Designated Member of the LLP certifying to the Security Trustee that the requested amendments are to be made solely for the purpose of enabling the Covered Bonds to qualify as Regulated Covered Bonds under the RCB Regulations and (ii) confirmation in writing from each Rating Agency then rating the Covered Bonds that the then current ratings of the Covered Bonds would not be adversely affected by, or withdrawn as a result of, the relevant modifications.

The Security Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Security Trustee, would have the effect of (a) exposing the Security Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (b) increasing the obligations or duties, or decreasing the protections of the Security Trustee in the Transaction Documents and/or the Terms and Conditions of the Covered Bonds.

- (e) Subject to Clause 22.11 (*RCB Regulations*) below, the Bond Trustee and the Security Trustee shall, without the consent or sanction of any of the Covered Bondholders of any Series, the related Receiptholders and/or the Couponholders or any other Secured Creditors (except for any Covered Bond Swap Provider), concur with the Issuer in making any modifications to the Transaction Documents and/or the Terms and Conditions that are requested by the Issuer to comply with any criteria of the Rating Agencies which may be published after 9 September 2011 and which the Issuer certifies to the Bond Trustee and the Security Trustee in writing are required to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to any Series of the Covered Bonds, provided that the Bond Trustee and the Security Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Bond Trustee and the Security Trustee, as applicable, would have the effect of (a) exposing the Bond Trustee and the Security Trustee, as applicable, to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (b) increasing the obligations or duties, or decreasing the protections, of the Bond Trustee and the Security Trustee, as applicable, in the Transaction Documents and/or the Terms and Conditions. For the avoidance of doubt, such modifications may include, without limitation, modifications which would allow any Swap Provider not to post collateral in circumstances where it previously would have been obliged to do so.

(f) Subject to Clause 22.11, and with respect only to Covered Bonds issued on or after 12 July 2013 (and which are not consolidated with and do not form a single series with any Covered Bonds issued prior to such date), and subject to receipt by the Bond Trustee and the Security Trustee of a certificate of the Issuer signed by two Issuer Authorised Signatories or the LLP signed by a Designated Member certifying to the Bond Trustee and the Security Trustee that (a) the requested modifications of the Terms and Conditions of the Covered Bonds and/or any relevant Transaction Documents are to be made solely for the purpose of enabling the Issuer or the LLP to comply with any requirements which apply to it under Regulation (EU) 648/2012 (the **European Market Infrastructure Regulation** or **EMIR**) (**EMIR Related Modifications**) and (b) such EMIR Related Modifications do not relate to a Series Reserved Matter;

- (i) the Bond Trustee and the Security Trustee shall, without the consent of any of the Covered Bondholders or any other Secured Creditor (other than any Secured Creditor that is a party to the relevant Transaction Document) or the related Receiptholder and/or Couponholder, concur with the Issuer and/or the LLP in making such EMIR Related Modifications; and
- (ii) (ii) the Covered Bondholders and other Secured Creditors shall be deemed to have instructed the Bond Trustee and the Security Trustee to concur in making any and all such EMIR Related Modifications and shall be bound by such EMIR Related Modifications to the Transaction Documents and/or the Terms and Conditions of the Covered Bonds regardless of whether or not such modifications are materially prejudicial to the interests of Covered Bondholders and the other Secured Creditors,

provided that neither the Bond Trustee nor the Security Trustee shall be obliged to agree to any EMIR Related Modification which, in the sole opinion of the Bond Trustee or the Security Trustee, would have the effect of (a) exposing the Bond Trustee and/or the Security Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (b) increasing the obligations or duties, or decreasing the protections, of the Bond Trustee and/or the Security Trustee under the Transaction Documents and/or the Terms and Conditions of the Covered Bonds.

For the avoidance of doubt, in relation to any Series of Covered Bonds issued prior to 12 July 2013 and any Covered Bonds issued on or after such date but which are to be consolidated and form a single Series with such Covered Bonds, such modifications must be made in accordance with and subject to the provisions of (i) Clauses 20.2(a), 20.2(b) or 20.2(e) (as applicable) of the Trust Deed and (ii) Clauses 22.7(a), 22.7(d) or 22.7(e) (as applicable) of this Deed.

(g) Subject to Clause 22.11, and with respect only to Covered Bonds issued on or after 25 June 2014 (and which are not consolidated with and do not form a single Series with any Covered Bonds issued prior to 25 June 2014) (the **New Covered Bonds**), at the request of the Issuer, the Bond Trustee and the Security Trustee shall concur with the Issuer and the LLP in effecting any Ratings Modification Event (as defined below), subject to receipt by the Bond Trustee and the Security Trustee of a certificate of the Issuer signed by Issuer Authorised Signatories certifying that the requested modifications to the Terms and Conditions applying to such New Covered Bonds and/or any related Receipts and/or Coupons or any Transaction Documents are to be made solely for the purposes of enabling the Issuer:

- (i) to remove any one of the Rating Agencies (a **Removed Rating Agency**) from rating any Series of New Covered Bonds together with the related ratings criteria, rating tests, rating triggers and any and all requirements specified by and/or relating to such Removed Rating Agency (an **Existing Rating Agency Removal**) in so far as these relate solely to such Series of New Covered Bonds; and/or

- (ii) to reappoint any such Removed Rating Agency or substitute any such Removed Rating Agency for one of the remaining two Rating Agencies to provide a rating in respect of any Series of New Covered Bonds and include the then current relevant ratings criteria, rating tests, rating triggers and any and all relevant requirements specified by and/or relating to the reappointed Rating Agency (an **Existing Rating Agency Reappointment**),

(each of an Existing Rating Agency Removal and an Existing Rating Agency Reappointment a **Ratings Modification Event**), provided that, in each case and at all times, such Series of New Covered Bonds continues to be rated by at least two Rating Agencies, and subject as provided below.

The holders of the New Covered Bonds and other Secured Creditors shall be deemed to have instructed the Bond Trustee and the Security Trustee to concur in effecting any such Ratings Modification Event and shall be bound by the modifications to the Transaction Documents and/or the Terms and Conditions of the relevant Series of New Covered Bonds made for the purpose of implementing such Ratings Modification Event regardless of whether or not such modifications are materially prejudicial to the interests of the holders of New Covered Bonds and the other Secured Creditors, provided that, for the avoidance of doubt, such modification relates solely to a Series of New Covered Bonds and does not apply or have any effect in respect of any Series of Covered Bonds issued prior to 25 June 2014 and provided further that neither the Bond Trustee nor the Security Trustee shall be obliged to agree to any Ratings Modification Event which, in the sole opinion of the Bond Trustee or the Security Trustee, would have the effect of (a) exposing the Bond Trustee and/or the Security Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (b) increasing the obligations or duties, or decreasing the protections of the Bond Trustee and/or the Security Trustee under the Transaction Documents and/or the Terms and Conditions of the Covered Bonds.

- (h) The Bond Trustee and the Security Trustee shall be entitled to take into account for the purpose of exercising or performing any right, power, trust, authority, duty or discretion under or in relation to these presents or any other Transaction Document, among other things, to the extent that it considers, in its sole and absolute discretion, it is necessary and/or appropriate and/or relevant, any Rating Agency Confirmation. If any Rating Agency then rating the Covered Bonds either: (a) does not respond to a request to provide a Rating Agency Confirmation within 7 days after such request is made; or (b) provides a waiver or acknowledgement indicating its decision not to review or otherwise declining to review the matter for which the Rating Agency Confirmation is sought, the requirement for the Rating Agency Confirmation from the relevant Rating Agency with respect to such matter will be deemed waived and neither the Bond Trustee nor the Security Trustee shall be liable for any losses Covered Bondholders may suffer as a result.
- (i) Each Secured Creditor agrees that any such modifications effected pursuant to this Clause 22 shall be binding on it and unless the Security Trustee otherwise agrees, notice thereof shall be given by the Servicer to the Secured Creditors as soon as practicable after the modifications have been made.
- (j) Each of the Secured Creditors agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other documents and instruments as may be required by law or requested by the other party at the other party's expense to establish, maintain and protect the rights and remedies of the other party under, and carry out and effect the intent and purpose of, this Clause 22.7 (*Modifications to Transaction Documents*).

22.8 Authorisation or Waiver of Breach

The Security Trustee may, without the consent of the Secured Creditors and without prejudice to its right in respect of any further or other breach, from time to time and at any time, but only if and in so

far as in its sole opinion the interests of any Covered Bondholders of any Series or, except for any Covered Bond Swap Provider or the Interest Rate Swap Provider who is a member of the Enlarged Abbey Group, any Covered Bond Swap Provider or the Interest Rate Swap Provider will not be materially prejudiced thereby, authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any proposed or actual breach of any of the covenants or provisions contained in this Deed or any Transaction Document. Any such authorisation or waiver shall be binding on the Secured Creditors and, unless the Security Trustee otherwise agrees, notice thereof shall be given by the Cash Manager to the Secured Creditors as soon as practicable thereafter.

22.9 Deemed Consent

Where the Security Trustee is unable to determine whether any such modification referred to in Clause 22.7 or any such waiver or authorisation referred to in Clause 22.8 is materially prejudicial to any of the Covered Bond Swap Providers or the Interest Rate Swap Provider, except for any Covered Bond Swap Provider or the Interest Rate Swap Provider who is a member of the Enlarged Abbey Group, it shall give written notice to such Covered Bond Swap Provider or the Interest Rate Swap Provider setting out the relevant details and requesting its consent thereto. Any such Covered Bond Swap Provider or the Interest Rate Swap Provider shall, within ten Business Days of receipt of such notice (the **Relevant Period**), notify in writing the Security Trustee of:

- (a) its consent (such consent not to be unreasonably withheld or delayed) to such proposed modification, waiver or authorisation; or
- (b) subject to paragraph (a), its refusal of such consent and reasons for refusal (such refusal not to be unreasonably made and to be considered in the context of its security position under this Deed).

Any failure by the relevant Covered Bond Swap Provider or the Interest Rate Swap Provider to notify the Security Trustee as aforesaid within the Relevant Period shall be deemed to be a consent by the relevant Swap Provider to such proposed modification, waiver or authorisation.

The Security Trustee may (without further enquiry) rely upon the consent or refusal in writing of any applicable Covered Bond Swap Provider or the Interest Rate Swap Provider as provided above and shall have no liability to any Covered Bond Swap Provider, the Interest Rate Swap Provider or any other Secured Creditor for consenting or not consenting (as the case may be) to a modification, waiver or authorisation on the basis of any such consent or refusal in writing or any deemed consent as provided above.

22.10 Incorporation by Reference

The provisions of the Trust Deed shall be deemed to be incorporated in this Deed and each of the Bond Trustee, the Security Trustee and the other Secured Creditors hereby agrees to be bound by the terms of the trust presents as if they were set out herein. In the case of any conflict between the provisions of the Trust Deed and the provisions contained in this Deed, the provisions of this Deed shall prevail.

22.11 RCB Regulations

In respect of any proposed modification, waiver or authorisation on or after the date on which the Issuer is admitted to the register of issuers pursuant to Regulation 14 of the RCB Regulations, prior to the Security Trustee agreeing to any modification or making or granting any authorisation or waiver pursuant to this Clause 22, the Issuer must send written confirmation to the Security Trustee that such modification, authorisation or waiver (as applicable) would not result in a breach of the RCB Regulations and that either:

- (a) such modification, authorisation or waiver would not require the FCA to be notified in accordance with Regulation 20 of the RCB Regulations; or
- (b) if such modification, authorisation or waiver would require the FCA to be notified in accordance with Regulation 20 of the RCB Regulations, the Issuer has provided all information required by the FCA to be provided to the FCA and the FCA has given its consent to such proposed modification, authorisation or waiver.

23. REMUNERATION AND INDEMNIFICATION OF THE SECURITY TRUSTEE

23.1 Remuneration

- (a) Subject to the terms of the Trust Deed (and subject also as hereinafter provided), the Issuer (or, following service of an Issuer Acceleration Notice and service of a Notice to Pay on the LLP, the LLP) shall (subject as hereinafter provided) pay to the Security Trustee an annual fee of such amount and payable on such dates as shall from time to time be agreed in writing by the Issuer and the Security Trustee, provided that if and for so long as the Bond Trustee and the Security Trustee are the same person, no such fee shall be payable under this Deed. All such remuneration shall be payable in accordance with the Guarantee Priority of Payments or the Post-Enforcement Priority of Payments, as applicable. Such remuneration shall accrue from day to day and shall be payable up to and including the date when all of the Secured Obligations have been paid and/or discharged and the Security Trustee has released, reassigned and/or discharged the Charged Property as provided in Clause 3 (*Release of Charged Property*).
- (b) The Issuer (or, following service of an Issuer Acceleration Notice and service of a Notice to Pay on the LLP, the LLP) shall in addition to the amount payable under Clause 23.1 pay to the Security Trustee an amount equal to the amount of VAT for which the Security Trustee is liable to account in respect of the services provided pursuant to this Deed subject to the Security Trustee issuing to the Issuer or (as the case may be) the LLP a proper VAT invoice in respect thereof.

23.2 Additional Remuneration

In the event of an Abbey Event of Default, LLP Event of Default, Potential Abbey Event of Default or Potential LLP Event of Default occurring or in the event of the Security Trustee finding it expedient or necessary or being required by the Issuer or (as the case may be) the LLP to undertake any duties which the Security Trustee and the Issuer or (as the case may be) the LLP agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under or pursuant to this Deed, the Issuer or (as the case may be) the LLP shall pay to the Security Trustee such additional remuneration as shall be agreed between the Security Trustee and the Issuer or (as the case may be) the LLP.

23.3 Disputes

In the event of the Security Trustee and the Issuer (or, following service of an Issuer Acceleration Notice and service of a Notice to Pay on the LLP, the LLP) failing to agree upon the amount of any remuneration from time to time pursuant to Clause 23.1 (*Remuneration*) or to agree in a case to which Clause 23.2 (*Additional Remuneration*) above applies, upon whether such duties are of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee hereunder or upon the amount of such additional remuneration, such matters shall be determined by a merchant or investment bank (acting as an expert and not as an arbitrator) selected by the Security Trustee and approved by the Issuer or the LLP (as the case may be) or, failing such approval, nominated by the President for the time being of the Law Society of England and Wales, the expenses being involved in such nomination and the fees of such investment bank being payable by the Issuer or the LLP (as the case may be), and the decision of any such merchant or investment

bank shall be final and binding on the Issuer or the LLP (as the case may be) and the Security Trustee.

23.4 Taxes

The Issuer (or, following service of an Issuer Acceleration Notice and service of a Notice to Pay an LLP, the LLP) shall in addition to the amounts payable under this Clause 23 pay to the Security Trustee an amount equal to the amount of any applicable VAT or similar tax chargeable in respect of its remuneration under this Deed that the Security Trustee is liable to account for to HM Revenue and Customs or any other tax authority in respect of any supply of services made by the Security Trustee pursuant to this Deed (against production of a valid VAT (or similar tax) invoice).

23.5 Expenses

In addition to remuneration hereunder, the Issuer (or, following service of an Issuer Acceleration Notice and service of a Notice to Pay an LLP, the LLP) shall on written request, pay all costs, charges, liabilities and expenses (excluding any corporation tax on remuneration paid to the Security Trustee pursuant to this Deed) which the Security Trustee may properly incur in relation to the negotiation, preparation and execution of, the exercise of its powers and the performance of its duties under or pursuant to, and in any other manner in relation to, this Deed and any of the other Transaction Documents to which the Security Trustee is a party.

23.6 Indemnity

Without prejudice to the right of indemnity by law given to trustees, the Issuer (or, following service of an Issuer Acceleration Notice and service of a Notice to Pay an LLP, the LLP) shall indemnify the Security Trustee in full in respect of all expenses and liabilities to which it (or any person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretions vested in it by or pursuant to this Deed and any of the other Transaction Documents to which the Security Trustee is a party) may be or become liable or which may be incurred by it (or any such person as aforesaid) in the execution or purported execution of any of its trusts, powers, authorities and discretions hereunder or its functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Deed and any of the other Transaction Documents to which the Security Trustee is a party, or any such appointment and the Security.

The Security Trustee shall be entitled to be indemnified in full out of the Charged Property in respect of any payment by the LLP under this Clause. The Security Trustee shall not be entitled to be paid twice in respect of the same matter or claim pursuant to the indemnity in this Clause and the indemnity contained in Clause 12.2 (*Indemnity*).

23.7 Interest

All sums payable by the Issuer under this Clause shall be payable on the date specified in a demand by the Security Trustee and in the case of payments actually made by the Security Trustee prior to such demand shall carry interest at the rate of two per cent. per annum above the base rate from time to time of National Westminster Bank Plc from the date specified in such demand, and in all other cases shall carry interest at such rate from the date 30 days after the date of the same being demanded or (where the demand specifies that payment by the Bond Trustee will be made on an earlier date) from such earlier date (not being earlier than the date of such demand) to the date of actual payment. Any amounts payable pursuant to Clauses 23.1 (*Remuneration*) and 23.2 (*Additional Remuneration*) shall (if so required by the Security Trustee) carry interest at the aforesaid rate from the due date thereof to the date of actual payment.

23.8 Survival

Unless otherwise specifically stated in any discharge of this Deed, the provisions of this Clause 23 (*Remuneration and Indemnification of the Security Trustee*) shall continue in full force and effect in relation to the period during which the Security Trustee was security trustee of this Deed notwithstanding such discharge and whether or not the Security Trustee is then the security trustee of this Deed.

23.9 Discretion

The Security Trustee shall be entitled in its absolute discretion to determine in respect of which Series of Covered Bonds any Liabilities incurred under this Deed have been incurred or to allocate any such Liabilities between the Covered Bonds of any Series.

24. APPOINTMENT OF NEW SECURITY TRUSTEE AND REMOVAL OF SECURITY TRUSTEE

24.1 Power of LLP

The power of appointing a new Security Trustee and removing the Security Trustee or any new Security Trustee shall be vested in the LLP, provided that such appointment or removal must be approved by (i) an Extraordinary Resolution of the Covered Bondholders of all Series taken together as a single Series (with the nominal amount of Covered Bonds not denominated in Sterling converted into Sterling at the relevant Covered Bond Swap Rate) and (ii) in writing by each Secured Creditor (such approval not to be reasonably withheld or delayed). Any appointment of a new Security Trustee and any retirement or removal of an existing Security Trustee hereof shall as soon as practicable thereafter be notified by the LLP to the Secured Creditors.

24.2 Power of Security Trustee

Notwithstanding the provisions of Clause 24.1 (*Power of LLP*), the Security Trustee may (as attorney for the LLP) upon giving prior written notice to the LLP but without the consent of the LLP or the Secured Creditors appoint any person established or resident in any jurisdiction (whether a trust corporation or not) to act either as a separate security trustee or as a co-trustee jointly with the Security Trustee:

- (a) if the Security Trustee considers such appointment to be in the interests of the Secured Creditors (or any of them);
- (b) for the purposes of conforming to any legal requirement, restrictions or conditions in any jurisdiction in which any particular act or acts are to be performed or any Charged Property is or is to be located; or
- (c) for the purposes of obtaining a judgment or decree in any jurisdiction or the enforcement in any jurisdiction of either a judgment or decree already obtained or any of the provisions of this Deed or any of the other Transaction Documents to which the Security Trustee is a party or obligations arising pursuant thereto or any of the security constituted by or pursuant to this Deed.

The LLP hereby irrevocably appoints the Security Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Deed or any of the other Transaction Documents to which the Security Trustee is a party) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Security Trustee by this Deed or any of the other Transaction Documents to which the Security

Trustee is a party) and such duties and obligations as shall be conferred or imposed on it by the instrument of appointment. The Security Trustee shall have power in like manner to remove any such person. Such proper remuneration as the Security Trustee may pay to any such person, together with any attributable costs, charges and expenses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Deed be treated as costs, charges and expenses incurred by the Security Trustee.

24.3 Multiple Security Trustees

Whenever there shall be more than two security trustees hereof, the majority of such security trustees shall be competent to execute and exercise all the trusts, powers, authorities and discretions vested by this Deed and any of the other Transaction Documents in the Security Trustee generally.

25. RETIREMENT OF SECURITY TRUSTEE

Any security trustee for the time being of this Deed may retire at any time upon giving not less than three calendar months' prior notice in writing to the LLP without assigning any reason therefor and without being responsible for any Liabilities incurred by reason of such retirement. Provided, however, that the retirement or removal of any security trustee shall not become effective unless there remains at least one security trustee hereof in office upon such retirement or removal. The LLP covenants that, in the event of a security trustee (being a sole security trustee) giving notice under this Clause or being removed as referred to in Clause 24.1 (*Power of LLP*), it shall use all reasonable endeavours to procure a new security trustee of this Deed to be appointed as soon as reasonably practicable thereafter. If within 60 days of having given notice of its intention to retire, no appointment of such replacement Security Trustee has become effective, the outgoing Security Trustee will be entitled to appoint its successor (provided that such successor is acceptable to the Rating Agencies and will agree to the terms of this Deed) and that the Rating Agencies confirm in writing that the current ratings of the Covered Bonds shall not be either downgraded, reviewed or withdrawn as a result of such appointment).

26. NOTICES AND DEMANDS

26.1 Service of Notices

Any notices to be given under or pursuant to this Deed to any of the parties hereto shall be in writing and shall be sufficiently served if sent to the addresses given in Clause 26.2 (*Addresses*) by prepaid first class post, by hand or facsimile transmission and shall be deemed to be given (in the case of facsimile transmission) when despatched, (where delivered by hand) on the day of delivery if delivered before 17.00 hours on a London Business Day or on the next London Business Day if delivered thereafter or on a day which is not a London Business Day or (in the case of first class post) when it would be received in the ordinary course of the post.

26.2 Addresses

The addresses referred to in this Clause 26 (*Notices and Demands*) are as follows:

- (a) in the case of the LLP, to Abbey Covered Bonds LLP, c/o Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number (44) 20 7756 5627) for the attention of the Company Secretary with a copy to Abbey Covered Bond LLP, c/o Santander UK plc, Santander House (AAM 129), 201 Grafton Gate East, Milton Keynes, MK9 1AN (facsimile number (44) 1908 343019) for the attention of the Securitisation Team, Retail Credit Risk;

- (b) in the case of the Security Trustee and the Bond Trustee, to Deutsche Trustee Company Limited (facsimile number (44) 20 7547 5919) for the attention of Managing Director (ABS/MBS Group);
- (c) in the case of the Issuer, the Cash Manager, the Seller, the Servicer, the Account Bank and the GIC Provider, to Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number (44) 20 7756 5627) for the attention of: the Company Secretary, with a copy to Santander UK plc, Santander House (AAM 129), 201 Grafton Gate East, Milton Keynes, MK9 1AN (facsimile number (44) 1908 343019);
- (d) in the case of the Principal Paying Agent, to Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB (facsimile number (44) 20 7545 6155) for the attention of: TSS-SFS;
- (e) in the case of the Exchange Agent and the Registrar, to Deutsche Bank National Trust Company, 1761 E. Saint Andrew Place, Santa Ana, CA 92705 USA (facsimile number 1-714-247-6478), for the attention of: Santander Covered Bond Programme;
- (f) in the case of Barclays Bank plc, to 5 The North Colonnade, Canary Wharf, London E14 4BB (facsimilie number +44 (0) 2075 163 754) for the attention: of Tom Burgess;
- (g) in the case of BNP Paribas, to 10 Harewood Avenue, London NW1 6AA, for the attention of: BGS Trading;
- (h) in the case of National Australia Bank Limited, to Level 35, 500 Bourke Street, Melbourne, VIC 3000, Australia, (facsimile number +61-3-9641-4907), for the attention of: Manager Documentation/Mark Aarons, with a copy to: National Australia Bank Limited, 88 Wood Street, London, EC2V 7QQ, (facsimile number +44-20-7710-2101), for the attention of: Richard Gibson/Angela Jung;
- (i) in the case of Natixis, to Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA, (facsimilie number +44 20 3216 9201) for the attention of: Steve Lorimer;
- (j) in the case of The Royal Bank of Scotland plc, to 135 Bishopsgate, London, EC2M 3UR, for the attention of: General Counsel, Corporate & Institutional Banking;
- (k) in the case of Banco Santander, S.A., to Ciudad Grupo Santander, Avda de Cantabria s/n, 28660 Boadilla del Monte, Madrid, Spain, (facsimilie number + (34) 91 257 13 76) for the attention of: Head of Debt Capital Markets;
- (l) in the case of the Corporate Services Provider, to Wilmington Trust SP Services (London) Limited, Third Floor, 1 King's Arms Yard, London EC2R 7AF (facsimile number (44) 20 7614 1111) for the attention of: The Directors;
- (m) in the case of Moody's, to Moody's Investor Services, 2 Minster Court, Mincing Lane, London EC3R 7XB (facsimile number +44 (0) 20 7772 5400) for the attention of: Asset Backed Finance;
- (n) in the case of S&P, to Standard & Poor's, Garden House, 18 Finsbury Circus, London EC2M 7BP (facsimile number +44 (0) 20 7826 3598) for the attention of: the Structured Finance Surveillance Group; and

- (o) in the case of Fitch, to Fitch Ratings Limited, Eldon House, 2 Eldon Street, London EC2M 7UA (facsimile number: +44 (0) 20 7417 6262) for the attention of: European Structured Finance,

or to such other address or facsimile number or for the attention of such other person or entity as may from time to time be notified by any party to the others by written notice in accordance with the provisions of this Clause 26 (*Notices and Demands*).

27. FURTHER PROVISIONS

27.1 Evidence of Indebtedness

In any action, proceedings or claim relating to this Deed or the Security Interests contained in this Deed, a statement as to any amount due to any Secured Creditor or of the Secured Obligations or any part thereof or a statement of any amounts which have been notified to the Security Trustee as being amounts due to any Secured Creditor which is certified as being correct by an officer of the Security Trustee or an officer of the relevant Secured Creditor shall, save in the case of manifest error, be conclusive evidence that such amount is in fact due and payable.

27.2 Rights Cumulative, Waivers

The respective rights of the Security Trustee, the Secured Creditors and any Receiver are cumulative, and may be exercised as often as they consider appropriate and are in addition to their respective rights under the general law. The respective rights of the Security Trustee, the Secured Creditors and any Receiver in relation to this Deed (whether arising under or pursuant to this Deed or under the general law) shall not be capable of being waived or varied otherwise than by express waiver or variation in writing and, in particular, any failure to exercise or any delay in exercising any such rights shall not operate as a variation or waiver of that or any other such right; any defective or partial exercise of such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or any variation of any such right.

27.3 Invalidity of any Provision

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

27.4 Liability

All the liabilities and obligations of the LLP under or by virtue of this Deed shall not be impaired by:

- (a) any failure of this Deed to be legal, valid, binding and enforceable as regards the Issuer or the LLP whether as a result of a lack of corporate powers or of members' authority, defective execution or for any other reason whatsoever; or
- (b) any other matter or event whatsoever whether similar to the foregoing or not which might have the effect of impairing all or any of its liabilities or obligations except proper and valid payment or discharge of all Secured Obligations and amounts whatsoever which this Deed provides are to be paid by the Issuer or the LLP or an absolute discharge or release of the LLP signed by the Secured Creditors (other than the Covered Bondholders, Couponholders and Receiptholders) and the Security Trustee.

27.5 Severability

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the LLP hereby waives any provision of law but only to the extent permitted by law which renders any provision of this Deed prohibited or unenforceable in any respect.

27.6 Variation

No variation of any provision(s) of this Deed shall be effective unless it is in writing and may be signed only by the LLP and Security Trustee.

27.7 Secured Creditors

Each Secured Creditor shall be bound by the provisions of this Deed, the Terms and Conditions and the Trust Deed as if it contained covenants by each Secured Creditor in favour of the Security Trustee and every other Secured Creditor to observe and be bound by all the provisions of this Deed expressed to apply to Secured Creditors.

27.8 Assignment

Neither the LLP nor any of the other Secured Creditors may assign, encumber or transfer all or any part of its rights or benefits and/or transfer its obligations under or pursuant to this Deed without the prior written consent of the Security Trustee.

27.9 Exclusion Of Third Party Rights

The parties to this Deed do not intend that any term of this Deed should be enforced, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Deed.

28. GOVERNING 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 other than in respect of (a) Clauses 2.4 (*Scottish Sub-Securities*) and 2.5 (*Scottish Trust Security*), each Scottish Supplemental Charge and each Scottish Sub-Security and any terms thereof which are particular to Scots law, which shall be governed by and construed in accordance with Scots law and (b) Clause 2.2 (*Northern Irish Loans and Related Security*) and any terms thereof which are particular to Northern Irish law, which shall be governed by and construed in accordance with Northern Irish law and the parties hereto irrevocably submit to the jurisdiction of the courts of England in any action or proceeding arising out of or in connection with this Deed (including an action or proceeding relating to any non-contractual obligations arising out of or in connection with this Deed).

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

EXECUTED as a DEED by)
ABBEY NATIONAL TREASURY SERVICES)
PLC)
in its capacity as **Account Bank, a Covered Bond**)
Swap Provider and the **Arranger**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a DEED by)
SANTANDER UK PLC)
in its capacity as **Issuer, Seller, Servicer, Cash**)
Manager, an Account Bank, GIC Provider and)
Interest Rate Swap Provider)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a **DEED** by)
ABBAY COVERED BONDS LLP)
the **LLP**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a **DEED** by)
DEUTSCHE BANK AG, LONDON BRANCH)
in its capacity as **Principal Paying Agent**)
acting by two duly authorised signatories)

Authorised signatory:

Authorised signatory:

EXECUTED as a **DEED** by)
DEUTSCHE BANK TRUST COMPANY)
AMERICAS)
in its capacity as **Registrar, Transfer Agent and**)
Exchange Agent)
acting by two duly authorised signatories)

Authorised signatory:

Authorised signatory:

EXECUTED as a **DEED** by)
DEUTSCHE BANK AKTIENGESELLSCHAFT)
in its capacity as **N Covered Bond Paying Agent, N**)
Covered Bond Registrar and **N Covered Bond**)
Transfer Agent)
acting by two duly authorised signatories)

Authorised signatory:

Authorised signatory:

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY LIMITED)
in its capacity as **Security Trustee**)
was affixed to this **DEED**)

in the presence of)

Associate director:

Associate director:

EXECUTED as a **DEED** by)
WILMINGTON TRUST SP SERVICES)
(LONDON) LIMITED)
in its capacity as **Corporate Services Provider**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a **DEED** by)
BARCLAYS BANK PLC)
in its capacity as a **Covered Bond Swap Provider**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a **DEED** by)
NATIONAL AUSTRALIA BANK LIMITED)
in its capacity as a **Covered Bond Swap Provider**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a **DEED** by)
NATIXIS)
in its capacity as a **Covered Bond Swap Provider**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a **DEED** by)
BNP PARIBAS)
in its capacity as a **Covered Bond Swap Provider**)
)
acting by its duly authorised representatives)

By:

Name:

Title:

By:

Name:

Title:

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND PLC)
in its capacity as a **Covered Bond Swap Provider**)
acting by its attorney)

in the presence of)

Witness signature:

Witness name:

Witness address:

EXECUTED as a **DEED** by)
BANCO SANTANDER, S.A.)
in its capacity as the **Dealer**)
acting by its duly authorised representatives)
)

By:
Name:
Title:

By:
Name:
Title:

SCHEDULE 1

FORM OF SECURITY POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 1 June 2016 by Abbey Covered Bonds LLP (registered number OC312644), a limited liability partnership incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Principal**).

WHEREAS

- (1) By virtue of a Deed (the **Deed of Charge**) dated 3 June 2005 as modified and restated on 4 October 2007 and on 20 May 2008, 9 September 2011, amended on 12 July 2013 and 25 June 2014 and amended and restated on the date hereof between, *inter alios*, Abbey Covered Bonds LLP, the Issuer, the Bond Trustee and the Security Trustee (as the same may be further amended, supplemented and/or restated from time to time), provision was made for the execution by the Principal of this Power of Attorney.
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Deed of Charge.

NOW THIS POWER OF ATTORNEY WITNESSETH

1. The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions, obligations and undertakings on the part of the Principal contained in the Deed of Charge (and the other Transaction Documents to which the Principal is a party from time to time) appoints Deutsche Trustee Company Limited and any other person or persons for the time being the Security Trustee or Security Trustees of and under the Deed of Charge (the **Attorney**) and any receiver including any administrative receiver and any manager (the **Receiver**) and/or administrator (the **Administrator**) appointed from time to time by the Attorney or on its behalf its true and lawful attorney for and in the Principal's name or otherwise jointly and severally to do any act matter or thing which the Attorney, Receiver or Administrator considers in each case to be necessary for the protection or preservation of the Attorney's and the Secured Creditors' interests and rights (as described in the Deed of Charge) in and to the Charged Property or which ought to be done under the covenants, undertakings and provisions contained in the Deed of Charge and the other Transaction Documents to which the LLP is a party from time to time on or at any time after the service of an LLP Acceleration Notice or in any other circumstances where the Attorney has become entitled to take any of the steps referred to in the Deed of Charge including (without limitation) any or all of the following:
 - (a) to do every act or thing which the Attorney, Receiver or Administrator may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the Charged Property or any part thereof and/or the Principal's estate, right, title, benefit and/or interest therein or thereto in or to the Attorney and its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually, vesting, transferring or charging, as the case may be, in all respects as the Principal could have done;
 - (b) the power by writing under its hand by an officer of the Attorney or by any Receiver or Administrator) from time to time to appoint a substitute attorney (each a **Substitute**) who shall have power to act on behalf of the Principal as if that Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without giving any reason therefor.

2. In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts properly done and documents executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns.
3. The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates (each an **Indemnified Party**) against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney, save where the same arises as the result of the fraud, gross negligence or wilful default of the relevant Indemnified Party or its officers or employees.
4. The provisions of Clause 2 (*Security and Declaration of Trust*) of the Deed of Charge shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney.
5. The laws of England and Wales shall apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or Substitute carried out or purported to be carried out under the terms hereof.
6. The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or Substitute shall properly and lawfully do or cause to be done in and concerning the Charged Property.

IN WITNESS whereof this Power of Attorney has been executed as a deed by the Principal the day and year first before written.

EXECUTED as a DEED by)
ABBEY COVERED BONDS LLP)	(as attorney for Abbey Covered Bonds
acting by Abbey Covered Bonds (LM) Limited)	(LM) Limited)
as a Member and)	
Santander UK plc)	
as a Member)
in each case signed by their attorney)	(as attorney for Santander UK plc)
in the presence of:)	

Witness (for the attorney to Abbey Covered Bonds (LM) Limited):

Name:

Address:

Witness (for the attorney to Santander UK plc (as applicable)):

Name:

Address:

SCHEDULE 2

FORM OF ACCESSION UNDERTAKING

THIS DEED is made on [] 20[]

BETWEEN

- (1) **ABBEY COVERED BONDS LLP**, a limited liability partnership incorporated under the laws of England and Wales with registered number OC312644 whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**LLP**);
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED**, acting through its office at Winchester House, 1 Great Winchester Street, London EC2N 2DB in its capacities as Security Trustee and Bond Trustee;
- (3) [] in its capacity as [] (**the New Secured Creditor [and New Seller]**).

NOW THIS DEED WITNESSES AS FOLLOWS

WHEREAS:

- (A) Pursuant to the terms of a [describe agreement] (**the Agreement**) dated [] 20[] made between the LLP and the New Secured Creditor, the LLP has agreed to [describe nature of the obligations of the LLP under the Agreement].
- (B) The LLP has agreed to provide the Security Trustee with the benefit of the security described in the Deed of Charge to secure the LLP's obligations to the Secured Creditors.
- (C) The terms of the Deed of Charge permit the LLP to secure its obligations to a New Secured Creditor thereunder.
- (D) The New Secured Creditor has agreed to enter into this Deed to accede to the provisions of the Deed of Charge and the provisions of the Master Definitions and Construction Agreement.
- (E) [The New Seller has agreed to sell New Loans and their Related Security to the LLP on [the relevant Transfer Date] pursuant to a New Mortgage Sale Agreement. The consideration for such sale includes payment of Deferred Consideration to the New Seller by the LLP.
- (F) The New Seller has agreed to enter into this Deed to agree to its execution from time to time of a Scottish Supplemental Charge and to make certain undertakings in relation to the Scottish Trust Property relative thereto]¹.

1. INTERPRETATION

The master definitions and construction agreement made between, *inter alios*, the LLP, the Bond Trustee and the Security Trustee on 3 June 2005, as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 9 September 2011 and 24 December 2012, as amended on 12 July 2013 pursuant to a Deed of Amendment and Termination and as amended and restated on 23 June 2015 and 26 April 2016, (**the Master Definitions and Construction Agreement**) (as the same may be amended, varied or supplemented from time to time) is expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Agreement shall, except where the context otherwise requires and save

¹ For New Seller only.

where otherwise defined herein, have the same meanings in this Deed, including the recitals hereto and this Deed shall be construed in accordance with the interpretation provisions set out in Clause [2] of the Master Definitions and Construction Agreement.

2. REPRESENTATIONS AND WARRANTIES

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

- (a) pursuant to the terms of the Agreement, the LLP has agreed to pay to the New Secured Creditor the amount (if any) [*describe in relation to the Agreement*]; and
- (b) the Agreement expressly provides that all amounts due from the LLP thereunder are to be secured by the Deed of Charge.

2.2 The LLP hereby represents and warrants to the Security Trustee and each of the Secured Creditors that as at the date of this Deed, the conditions to issuing further Covered Bonds set out in the Programme Agreement are satisfied and/or the conditions to entering into the New Mortgage Sale Agreement are satisfied.

3. ACCESSION

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

- (a) confirms that as from [*date*], it intends to be a party to the Deed of Charge as a Secured Creditor;
- (b) confirms that as from [*date*], it intends to be a party to the Master Definitions and Construction Agreement;
- (c) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Agreement (as the same may be amended, varied or restated from time to time) and the Deed of Charge in its capacity as a Secured Creditor, as if it had been an original party thereto;
- (d) undertakes to perform comply with and be bound by all of the provisions of the Deed of Charge in its capacity as a Secured Creditor, as if it had been an original party thereto as provided in [*relevant Clauses relating to Priorities of Payments*]; and
- (e) agrees that the Security Trustee shall be the Security Trustee of the Deed of Charge for all Secured Creditors upon and subject to the terms set out in the Deed of Charge.

4. SCOPE OF THE DEED OF CHARGE

The LLP, the New Secured Creditor and the Security Trustee hereby agree that for relevant purposes under the Deed of Charge and the Master Definitions and Construction Agreement:

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

5. APPLICATION

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

6. [SCOTTISH TRUST SECURITY

6.1 The New Seller hereby undertakes to execute each Scottish Supplemental Charge to which it is a party as trustee under each Scottish Declaration of Trust granted by it.

6.2 The New Seller and the LLP hereby covenant and agree and undertake that if at any time after the security constituted by or pursuant to the Deed of Charge shall have become enforceable and the Security Trustee or any Receiver shall so require, they will join together in directing the New Seller or the Servicer on its behalf to sell or dispose of all or any part of the relevant Scottish Trust Property on terms previously approved by the Security Trustee or any Receiver and/or in causing the trusts constituted by each Scottish Declaration of Trust to which they are a party to be wound up or performed and they will use all reasonable endeavours to take all actions and execute all such documents as may be necessary to effect such sale or disposal or winding up or performance and the distribution or transfer of the relevant Scottish Trust Property or any part thereof in accordance with the terms of each Scottish Declaration of Trust to which they are a party and the Deed of Charge. The New Seller and the LLP hereby acknowledge and consent to the foregoing as trustee and beneficiary respectively in terms of each Scottish Declaration of Trust to which they are a party.]²

7. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Deed of Charge or the Master Definitions and Construction Agreement shall be given in the manner and at the times set out in Clause 26 (*Notices and Demands*) of the Deed of Charge to the addresses given in this Clause 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 for the New Secured Creditor is:

[]

For the attention of: []
Telephone: []
Facsimile: []

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

8. CHOICE OF LAW

This Deed is governed by and shall be construed in accordance with English law.

² For New Seller only.

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

LLP

EXECUTED as a **DEED** by)
ABBEY COVERED BONDS LLP)
acting by Abbey Covered Bonds (LM) Limited) (as attorney for Abbey Covered Bonds
as a Member and) (LM) Limited)
Santander UK plc)
as a Member)
in each case signed by their attorney)
in the presence of:) (as attorney for Santander UK plc)

Witness (for the attorney to Abbey Covered Bonds (LM) Limited):

Name:

Address:

Witness (for the attorney to Santander UK plc (as applicable)):

Name:

Address:

Security Trustee and Bond Trustee

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY)
LIMITED)
in its capacities as Security Trustee)
and Bond Trustee)
was affixed to this deed in the presence of:)

Director/Associate Director

Associate Director

New Secured Creditor [and New Seller]

[EXECUTED as a DEED by)
[) Director
acting by)
and)
Director/Secretary

/EXECUTED as a DEED by)
[)
acting by)
acting under the authority of that company,)
in the presence of:)

Witness:

Name:

Address:]

SCHEDULE 3

FORM OF SCOTTISH SUB-SECURITY (LAND REGISTER)

WE, **ABBEY COVERED BONDS LLP**, a limited liability partnership incorporated under the laws of England and Wales (Registered Number OC312644) and having our registered office at 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter referred to as the **LLP**) CONSIDERING that:

- (A) We have entered into an intercompany loan agreement dated 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and amended on 1 June 2016 between, *inter alios*, us the LLP and **SANTANDER UK PLC**, incorporated under the Companies Acts in England and Wales (Registered Number 02294747) and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the **Issuer**) and the Security Trustee aftermentioned, in terms of which the Issuer has agreed to provide certain loan facilities to us;
- (B) Pursuant to a trust deed dated 3 June 2005, as modified on 16 August 2005 and modified and/or restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 9 September 2011, 29 June 2012, 12 July 2013, 25 June 2014 and 1 June 2016 (as the same may be further supplemented, modified and/or restated from time to time) between, *inter alios*, us the LLP and the Issuer, we have provided a guarantee covering all Guaranteed Amounts when the same become Due for Payment in respect of all Covered Bonds issued by the Issuer under the Programme from time to time;
- (C) In security of the performance of the obligations specified therein to the Issuer and others we have entered into a deed of charge (the **Deed of Charge**) between, *inter alios*, us the LLP, the Issuer, Deutsche Trustee Company Limited (a company incorporated under the Companies Acts in England and Wales with registered number 00338230) acting through its offices at Winchester House, 1 Great Winchester Street, London EC2N 2DB as security trustee thereunder (the **Security Trustee**, which expression shall include such company and all other persons for the time being acting as trustee or trustees under the Deed of Charge or this deed) and others dated 3 June, 2005 as supplemented on 4 October 2007, 20 May 2008, 9 September 2011, 12 July 2013, 25 June 2014 and 1 June 2016 ;
- (D) In terms of the Deed of Charge we have agreed to grant this deed; and
- (E) Capitalised terms in this deed (including the recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein, bear the meanings ascribed to them in the Master Definitions and Construction Agreement between *inter alios* us the LLP, the Issuer and the Security Trustee dated 3 June 2005, as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 9 September 2011 and 24 December 2012, as amended on 12 July 2013 pursuant to a Deed of Amendment and Termination and as amended and restated on 23 June 2015 and 1 June 2016 (as the same may be amended, varied or supplemented from time to time) and this deed shall be construed in accordance with the principles of interpretation and constructions set out therein:

NOW THEREFORE we the LLP, in security of the payment and discharge of all present and future monies, obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) constituting or comprised within the Secured Obligations and any variation or alteration thereof and in implement pro tanto of Clause 2.4 of the Deed of Charge HEREBY GRANT a Standard Security in favour of the Security Trustee over ALL and WHOLE those Standard Securities granted by the respective parties whose names are specified in Column 2 of the Schedule annexed and executed as relative hereto in favour of the party whose name is specified in the relative entry in Column 4 of the said Schedule for all sums due and to become due over the subjects therein described, said respective Standard

Securities being registered in the Land Register under the Title Number(s) specified in the relative entry in Column 5 of the said Schedule [on the date specified in the relative entry in Column 6 of the said Schedule] (which said respective Standard Securities are hereinafter together referred to as the **Principal Securities**): Together with our whole right, title and interest, present and future therein and thereto: The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply: And we agree that:-

- (First) Conditions 1 to 7 (inclusive) of the Standard Conditions shall not apply to this Standard Security;
- (Second) the remaining Standard Conditions shall be varied to the effect that in so far as the provisions of the Deed of Charge (the terms of which shall be deemed to be incorporated herein) extend, add to, depart from or conflict with the said Standard Conditions, the Deed of Charge shall, subject to the provisions of the said Act, prevail and take effect;
- (Third) upon the Deed of Charge becoming immediately enforceable, in accordance with the provisions of Clause 8.2 thereof, we shall (in addition to the circumstances specified in the said Act) be deemed to be in default within the meaning of Condition 9(1)(b) of the Standard Conditions whereupon, and without prejudice to its whole other rights and powers under the said Act or the Transaction Documents, the Security Trustee shall be entitled to enforce this Standard Security in accordance with the provisions of the said Act;
- (Fourth) without prejudice to the rights and remedies of the Security Trustee under the said Act or otherwise, in the event of our being in default hereunder (a) we shall on demand grant, execute and deliver a valid assignation of the Principal Securities or any of them in favour of the Security Trustee or any nominee of the Security Trustee and (b) the Security Trustee shall have power to uplift, receive, sue for and discharge all sums and liabilities due and to become due under the Principal Securities and to enforce all the rights and obligations contained or implied therein or thereby and to discharge the same in whole or in part and generally to do whatever is or may be or would, if this deed had not been granted, have been competent to us in respect thereof, and that without the consent of or notice to us and on such terms and conditions as the Security Trustee in its absolute discretion may determine, declaring that the exercise or otherwise by the Security Trustee of all or any of the powers hereby conferred shall be without prejudice to and shall in no way restrict or discharge the obligations undertaken by us herein or otherwise; and
- (Fifth) the security rights and interests created, made or given under or pursuant to this deed shall be held by the Security Trustee as trustee for the Secured Creditors upon and subject to the terms and conditions of the Deed of Charge:

And we grant warrandice: And we further ASSIGN to the Security Trustee in security of all monies, obligations and liabilities foresaid our whole right, title and interest in and to all and any personal bonds, credit agreements or agreements for loan (howsoever constituted) granted by or entered into with the said respective parties whose names are specified in Column 2 of the said Schedule and secured by the Principal Securities:

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed at [] on the [] day of [] as follows:

SUBSCRIBED for and on behalf of the said
ABBAY NATIONAL COVERED BOND LLP

by
and

Schedule referred to in the foregoing Standard Security by Abbey Covered Bonds LLP in favour of Deutsche Trustee Company Limited (as Security Trustee)

1	2	3	4	5
<u>Account Number</u>	<u>Borrowers' Full Secured Property</u>	<u>Originator</u>	<u>Title Number</u>	
	<u>Names</u>			

SCHEDULE 4

FORM OF SCOTTISH SUB-SECURITY (SASINE REGISTER)

WE, **ABBEY COVERED BONDS LLP**, a limited liability partnership incorporated under the laws of England and Wales (Registered Number OC312644) and having our registered office at 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter referred to as the **LLP**) CONSIDERING that:

- (A) We have entered into an intercompany loan agreement dated 3 June, 2005 as amended and restated on 4 October 2007, 20 May 2008 and 1 June 2016, between, *inter alios*, us the LLP and **SANTANDER UK PLC**, incorporated under the Companies Acts in England and Wales (Registered Number 02294747) and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the **Issuer**) and the Security Trustee aftermentioned, in terms of which the Issuer has agreed to provide certain loan facilities to us;
- (B) Pursuant to a trust deed dated 3 June 2005, as modified on 16 August 2005 and modified and/or restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 9 September 2011, 29 June 2012, 12 July 2013, 25 June 2014 and 1 June 2016 (as the same may be further supplemented, modified and/or restated from time to time) between, *inter alios*, us the LLP and the Issuer, we have provided a guarantee covering all Guaranteed Amounts when the same become Due for Payment in respect of all Covered Bonds issued by the Issuer under the Programme from time to time;
- (C) In security of the performance of the obligations specified therein to the Issuer and others we have entered into a deed of charge (the **Deed of Charge**) between, *inter alios*, us the LLP, the Issuer, Deutsche Trustee Company Limited (a company incorporated under the Companies Acts in England and Wales with registered number 00338230) acting through its offices at Winchester House, 1 Great Winchester Street, London EC2N 2DB as security trustee thereunder (the **Security Trustee**, which expression shall include such company and all other persons for the time being acting as trustee or trustees under the Deed of Charge or this deed) and others dated 3 June 2005 as supplemented on 4 October 2007, 20 May 2008, 9 September 2011, 12 July 2013, 25 June 2014 and 1 June 2016;
- (D) In terms of the Deed of Charge we have agreed to grant this deed; and
- (E) Capitalised terms in this deed (including the recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein, bear the meanings ascribed to them in the Master Definitions and Construction Agreement between *inter alios* us the LLP, the Issuer and the Security Trustee dated 3 June 2005, as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 9 September 2011 and 24 December 2012, as amended on 12 July 2013 pursuant to a Deed of Amendment and Termination and as amended and restated on 23 June 2015 and 1 June 2016 (as the same may be amended, varied or supplemented from time to time) and this deed shall be construed in accordance with the principles of interpretation and constructions set out therein:

NOW THEREFORE we the LLP, in security of the payment and discharge of all present and future monies, obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) constituting or comprised within the Secured Obligations and any variation or alteration thereof and in implement pro tanto of Clause 2.4 of the Deed of Charge HEREBY GRANT a Standard Security in favour of the Security Trustee over ALL and WHOLE those Standard Securities granted by the respective parties whose names are specified in Column 2 of the Schedule annexed and executed as relative hereto in favour of the party whose name is specified in the relative entry in Column 4 of the said Schedule for all sums due and to become due over the subjects described in the relative entry in Column 3 of

the said schedule lying in the County specified in the relative entry in Column 5 of the said Schedule, said respective Standard Securities being recorded in the Register for the County specified as aforesaid in the relative entry in Column 5 of the said Schedule on the date specified in the relative entry in Column 6 of the said Schedule (which said respective Standard Securities are hereinafter together referred to as the **Principal Securities**): Together with our whole right, title and interest, present and future therein and thereto: The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply: And we agree that:

- (First) Conditions 1 to 7 (inclusive) of the Standard Conditions shall not apply to this Standard Security;
- (Second) the remaining Standard Conditions shall be varied to the effect that in so far as the provisions of the Deed of Charge (the terms of which shall be deemed to be incorporated herein) extend, add to, depart from or conflict with the said Standard Conditions, the Deed of Charge shall, subject to the provisions of the said Act, prevail and take effect;
- (Third) upon the Deed of Charge becoming immediately enforceable, in accordance with the provisions of Clause 8.2 thereof, we shall (in addition to the circumstances specified in the said Act) be deemed to be in default within the meaning of Condition 9(1)(b) of the Standard Conditions, whereupon and without prejudice to its whole other rights and powers under the said Act or the Transaction Documents, the Security Trustee shall be entitled to enforce this Standard Security in accordance with the provisions of the said Act;
- (Fourth) without prejudice to the rights and remedies of the Security Trustee under the said Act or otherwise, in the event of our being in default hereunder (a) we shall on demand grant, execute and deliver a valid assignation of the Principal Securities or any of them in favour of the Security Trustee or any nominee of the Security Trustee and (b) the Security Trustee shall have power to uplift, receive, sue for and discharge all sums and liabilities due and to become due under the Principal Securities and to enforce all the rights and obligations contained or implied therein or thereby and to discharge the same in whole or in part and generally to do whatever is or may be or would, if this deed had not been granted, have been competent to us in respect thereof, and that without the consent of or notice to us and on such terms and conditions as the Security Trustee in its absolute discretion may determine, declaring that the exercise or otherwise by the Security Trustee of all or any of the powers hereby conferred shall be without prejudice to and shall in no way restrict or discharge the obligations undertaken by us herein or otherwise; and
- (Fifth) the security rights and interests created, made or given under or pursuant to this deed shall be held by the Security Trustee as trustee for the Secured Creditors upon and subject to the terms and conditions of the Deed of Charge:

And we grant warrandice: And we further ASSIGN to the Security Trustee in security of all monies, obligations and liabilities foresaid our whole right, title and interest in and to all and any personal bonds, credit agreements or agreements for loan (howsoever constituted) granted by or entered into with the said respective parties whose names are specified in Column 2 of the said Schedule and secured by the Principal Securities:

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed at [] on the [] day of [] as follows:

SUBSCRIBED for and on behalf of the said
ABBAY COVERED BONDS LLP

by

and

Schedule referred to in the foregoing Standard Security by Abbey National Covered Bond LLP in favour of Deutsche Trustee Company Limited (as Security Trustee)

1	2	3	4	5	6
<u>Account Number</u>	<u>Borrowers' Full Names</u>	<u>Secured Property</u>	<u>Originator</u>	<u>County</u>	<u>Recording Date</u>

SCHEDULE 5

FORM OF SCOTTISH SUPPLEMENTAL CHARGE

ASSIGNATION IN SECURITY

by

ABBEY COVERED BONDS LLP (registered number OC312644), a limited liability partnership incorporated under the laws of England and Wales whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (referred to herein as the **LLP**);

in favour of

DEUTSCHE TRUSTEE COMPANY LIMITED (registered number 00338230), a company incorporated under the laws of England and Wales acting through its offices at Winchester House, 1 Great Winchester Street, London EC2N 2DB (the **Security Trustee**, which expression shall include its successor or successors as trustee under the terms of the Deed of Charge

with the consent, acknowledgement and confirmation of

[**SANTANDER UK plc** (registered number 02294747) a public limited company incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN]/[insert details of New Seller] (referred to herein as the **Seller**)

WHEREAS:

- (A) This Scottish Supplemental Charge is supplemental to a Deed of Charge dated 3 June, 2005 as modified and/or restated on 4 October 2007, 20 May 2008, 9 September 2011, 12 July 2013, 25 June 2014 and 1 June 2016 (the **Deed of Charge**) made between, *inter alios*, the LLP and the Security Trustee;
- (B) In terms of the Deed of Charge the Security Trustee *inter alia* holds the security constituted or to be constituted by or pursuant to the Deed of Charge on trust for the Secured Creditors;
- (C) [The Seller has acceded to the Deed of Charge pursuant to a deed of accession dated [] (the **Deed of Accession**)]³
- (D) A Scottish declaration of trust dated [] (the **Scottish Declaration of Trust**) has been entered into between the Seller and the LLP and delivered, in terms of which certain Scottish Loans together with their Related Security as more fully specified and defined therein (the **Scottish Trust Property**) are held in trust by the Seller for the LLP;
- (E) This Scottish Supplemental Charge is made in accordance with and pursuant to Clause 2.5 of the Deed of Charge [and Clause [7.1] of the Deed of Accession].⁴

NOW THEREFORE the parties hereto **HAVE AGREED** and **DO HEREBY AGREE** as follows:

1. The master definitions and construction agreement made between, *inter alios*, the LLP, the Security Trustee and the Seller on 3 June 2005, as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 9 September 2011 and 24 December 2012, as amended on 12

July 2013 pursuant to a Deed of Amendment and Termination and as amended and restated on 23 June 2015 and 1 June 2016 with the consent of the parties thereto (as the same may be amended, varied and/or supplemented from time to time) (the **Master Definitions and Construction Agreement**) [and acceded to by the Seller] is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions and Construction Agreement shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Scottish Supplemental Charge, including the recitals hereto and this deed shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Agreement.

2. The LLP as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in Clause 5 of the Deed of Charge HEREBY ASSIGNS to and in favour of the Security Trustee, in security for the discharge and payment of the Secured Obligations, the LLP's whole right, title, interest and benefit, present and future, in and to the Scottish Trust Property and in and to the Scottish Declaration of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto.
3. The LLP (for itself and on behalf of the Security Trustee) hereby gives notice of and intimates the assignation in security made in terms of Clause 2 hereof to the Seller as trustee under the Scottish Declaration of Trust and the Seller by its execution hereof immediately subsequent to the execution of this Scottish Supplemental Charge by the LLP consents thereto, acknowledges such notice and intimation and confirms that save under or pursuant to the Transaction Documents as at the date hereof it has not received notification of any other dealing with the Scottish Trust Property or the Scottish Declaration of Trust or any part thereof.
4. The parties hereby agree that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge which relate to the property referred to in and the security and other rights and powers created under and pursuant to Clause 2 of the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in Clause 2 hereof and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Deed of Charge shall, except in so far as inconsistent herewith apply *mutatis mutandis* hereto provided always that this deed shall be without prejudice to the Deed of Charge and all of the rights, powers obligations and immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this deed.
5. This Scottish Supplemental Charge shall be governed by and construed in accordance with the law of Scotland.

IN WITNESS WHEREOF these presents typewritten on this and the preceding [two] pages are executed for and on behalf of the LLP and the Seller as follows:

SUBSCRIBED for and on behalf of
the said [Santander UK plc][New Seller]

at

on

by Attorney

acting as their attorney pursuant to a Power of Attorney granted by the said [Santander UK plc][New Seller] in his favour dated []

in the presence of this witness

.....
(Print Full Name)

..... Witness

of

.....

.....

**SUBSCRIBED for and on behalf of the said
ABBEY COVERED BONDS LLP**

at

on

by

.....

and