

## EXECUTION VERSION

### ACCESSION DEED

**THIS DEED** is made on 30 April 2020

#### BETWEEN

- (1) **LANGTON FUNDING (NO. 1) LIMITED**, a private limited company incorporated under the laws of England and Wales (registered number 6432610), whose registered office is at c/o Intertrust Management Limited, 1 Bartholomew Lane, London EC2N 2AX (**Funding 1**);
- (2) **CITICORP TRUSTEE COMPANY LIMITED** (registered number 0235914) acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as **Funding 1 Security Trustee** which expression includes such companies and all other persons or companies for the time being acting as security trustee under this Deed); and
- (3) **SANTANDER UK PLC** (registered number 02294747), a public limited company incorporated in England and Wales whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (in its capacity as the Extraordinary Payment Holiday Start-Up Loan Provider, the **New Funding 1 Secured Creditor**).

#### NOW THIS DEED WITNESSES AS FOLLOWS

#### WHEREAS

- (A) Pursuant to the terms of an Extraordinary Payment Holiday Start-Up Loan Agreement dated 30 April 2020 made between Funding 1 and the New Funding 1 Secured Creditor (the **Agreement**), the New Funding 1 Secured Creditor has agreed to grant to Funding 1 the Extraordinary Payment Holiday Start-Up Loan Facility (as defined in the Agreement).
- (B) Funding 1 has agreed to provide the Funding 1 Security Trustee with the benefit of the security described in the Funding 1 Deed of Charge to secure Funding 1's obligations to the Funding 1 Secured Creditors.
- (C) The terms of the Funding 1 Deed of Charge permit Funding 1 to secure its obligations to a New Funding 1 Secured Creditor thereunder.
- (D) The New Funding 1 Secured Creditor has agreed to enter into this Deed to accede to the provisions of the Funding 1 Deed of Charge.
- (E) The Funding 1 Security Trustee has agreed, on behalf of itself and the other Funding 1 Secured Creditors, to, among other things, acknowledge and agree to such accession and to permit any consequential changes to the Funding 1 Priority of Payments set out in **Part 1, Part 2 and Part 3 of Schedule 4** of the Funding 1 Deed of Charge as are required and any other amendment as may be required to give effect to this Accession Deed.

#### 1. INTERPRETATION

The master definitions and construction schedule signed by, amongst others, the parties to this Agreement and dated 25 January 2008 (as the same may be amended, varied or supplemented from time to time with the consent of the parties to the Funding 1 Deed of Charge) (the **Master Definitions and Construction Schedule**) and are expressly and specifically incorporated into this

Accession Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule (as so amended, varied or supplemented from time to time) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Accession Deed, including the Recitals hereto and this Accession Deed shall be construed in accordance with the interpretation provisions set out in clause 3 of the Master Definitions and Construction Schedule.

## **2. REPRESENTATIONS AND WARRANTIES**

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

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

## **3. ACCESSION**

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

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

## **4. SCOPE OF THE FUNDING 1 DEED OF CHARGE**

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

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

**5. APPLICATION**

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

**6. Notices**

Any notice or communication under or in connection with this Deed, the Funding 1 Deed of Charge or the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in Clause 31 (Notices) of the Funding 1 Deed of Charge to the addresses given in this Clause 7 (Payments out of Funding 1 Accounts Upon Acceleration) or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

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

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

For the attention of: Medium Term Funding and Treasury Legal

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

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

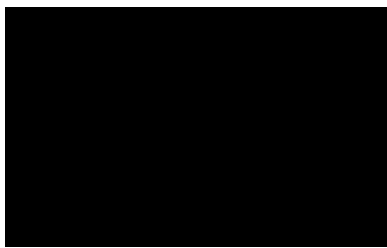
**7. CHOICE OF LAW**

This Deed and all matters arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

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

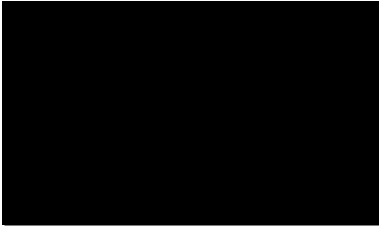
**Funding 1**

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



**Funding 1 Security Trustee**

**EXECUTED** as a **DEED** by )  
**CITICORP TRUSTEE COMPANY LIMITED** )  
acting by its duly authorised attorney )  
)

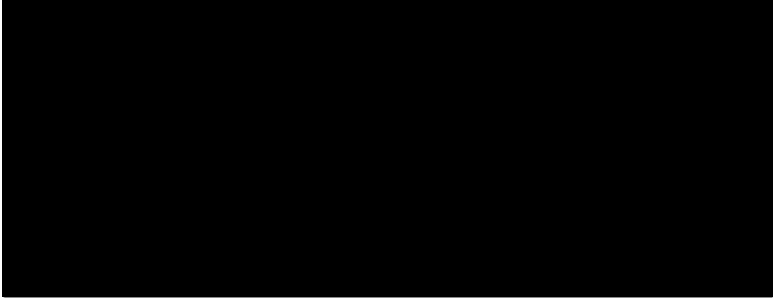


in the presence of

Witness's signature:

Name:

Address:



**New Funding 1 Secured Creditor**

**EXECUTED** as a **DEED** by )  
**SANTANDER UK PLC** )  
acting by its duly authorised attorney )  
)

in the presence of

Witness's signature:

Name:

Address:

**Funding 1 Security Trustee**

**EXECUTED** as a **DEED** by )  
**CITICORP TRUSTEE COMPANY LIMITED** )  
acting by its duly authorised attorney )  
)

in the presence of

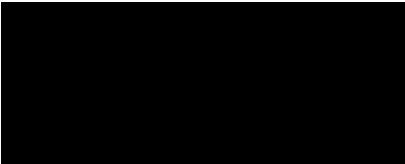
Witness's signature:

Name:

Address:

**New Funding 1 Secured Creditor**

**EXECUTED** as a **DEED** by )  
**SANTANDER UK PLC** )  
acting by its duly authorised attorney )  
)



in the presence of

Witness's signature:

Name:

Address:

