

NINTH SUPPLEMENTAL FUNDING 1 DEED OF CHARGE

DATED 29 July 2021

BETWEEN

FOSSE FUNDING (NO. 1) LIMITED
(as Funding 1)

and

FOSSE MASTER ISSUER PLC
(as Issuer)

and

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(as Funding 1 Security Trustee and Issuer Security Trustee)

and

SANTANDER UK PLC
(as Seller, Cash Manager, Funding 1 Swap Provider, Funding 1 Start-Up Loan Provider
and Account Bank B)

and

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(as Account Bank A)

INTERTRUST MANAGEMENT LIMITED
(as Corporate Services Provider)

and

FOSSE TRUSTEE (UK) LIMITED
(as Mortgages Trustee)

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THIS NINTH SUPPLEMENTAL FUNDING 1 DEED OF CHARGE is made on 29 July 2021

BETWEEN:

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

BACKGROUND:

- (A) This Deed is supplemental to the Funding 1 Deed of Charge originally dated 28 November 2006 (as supplemented and amended on 1 August 2007, 11 March 2010, 21 April 2011, 27 April 2012, 19 August 2013, 29 April 2016, 7 December 2018 and 13 September 2019) (the **Existing Funding 1 Deed of Charge**).
- (B) The parties have agreed to supplement and amend the Existing Funding 1 Deed of Charge pursuant to this Supplemental Funding 1 Deed of Charge.
- (C) Pursuant to a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (the **Part VII Scheme**), all of Alliance & Leicester's business was transferred to Santander UK. The Part VII Scheme was approved by the Part VII Order and became effective on 28 May 2010 (the **Part VII Effective Date**). Following the approval of the Part VII Scheme which provided

for the transfer of the Existing Funding 1 Deed of Charge, all accrued rights and obligations of Alliance & Leicester in its capacities as a Funding 1 Secured Creditor under the Existing Funding 1 Deed of Charge and all future rights and obligations of Alliance & Leicester in its capacities as a Funding 1 Secured Creditor under the Existing Funding 1 Deed of Charge were transferred to, and vested in or became liabilities of (as applicable), Santander UK on Part VII Effective Date.

- (D) Pursuant to a supplement to the Mortgages Trust Deed dated on or around 29 April 2016 (the **Supplemental Mortgages Trust Deed**) entered into by, amongst others, Fosse Trustee Limited as Mortgages Trustee, Fosse Trustee (UK) Limited was appointed in place of Fosse Trustee Limited as trustee of the Mortgages Trust with effect from 29 April 2016 and the Trust Property vested in Fosse Trustee (UK) Limited as Mortgages Trustee.
- (E) Pursuant to the supplemental funding 1 deed of charge (the **Supplemental Funding 1 Deed of Charge**), the supplemental issuer deed of charge (the **Supplemental Issuer Deed of Charge**) and the supplemental note trust deed (the **Supplemental Note Trust Deed**) each dated 7 December 2018, entered into by, amongst others, Law Debenture Trust Company of New York and The Bank of New York Mellon, London Branch, The Bank of New York Mellon, London Branch was appointed in place of Law Debenture Trust Company of New York as Funding 1 Security Trustee, Issuer Security Trustee and Note Trustee with effect from 7 December 2018.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties to this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013, 9 October 2014, 29 April 2016, 13 September 2019, 25 September 2019, 30 April 2020 and the date hereof) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the Issuer and dated on 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012, 23 May 2012, 29 April 2016, 13 September 2019 and the date hereof) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.
- 1.2 This Deed shall be construed in accordance with the rules of construction set out in the Master Definitions and Construction Schedule.

2. AMENDMENT OF THE EXISTING FUNDING 1 DEED OF CHARGE

2.1 UK Securitisation Regulation

- 2.2 The parties hereto agree that, with effect on and from the date hereof, the Existing Funding 1 Deed of Charge shall be modified by deleting and replacing in its entirety clause 4.7 as follows:

“4.7 UK Securitisation Regulation (Article 7 requirements)

- (a) The Seller agrees with the Issuer, Funding 1 and the Mortgages Trustee that it will be responsible for compliance with the requirements of Article 7 of the UK Securitisation

Regulation provided that the Seller will not be in breach of such undertaking if the Seller fails to so comply due to events, actions or circumstances beyond the Seller's control.

- (b) Each of the Issuer, Funding 1, the Mortgages Trustee and the Cash Manager covenant to take all such steps as are reasonably requested by the Seller, at the cost of the Seller, to enable the Seller to comply with the requirements of Article 7 of the UK Securitisation Regulation."

2.3 The parties hereto agree that, with effect on and from the date hereof, the Existing Funding 1 Deed of Charge shall be modified by adding a new clause 4.8 as follows:

"4.8 EU Securitisation Regulation

In respect of any Series of Notes for which the Seller has given an EU Securitisation Regulation Undertaking, (i) for so long as each Class of such Series of Notes is outstanding or (ii) until such time when a competent EU authority has confirmed (in the form of enacted (or otherwise binding) legislation, regulation or policy statement) that the satisfaction of the UK Transparency Requirements will also satisfy the EU Transparency Requirements due to the application of an equivalency regime or similar analogous concept, the Seller shall procure the publication of:

- (a) a quarterly investor report (in the form prescribed as at the New Closing Date of such Series of Notes under the EU Securitisation Regulation or, to the extent the form prescribed pursuant to the EU Securitisation Regulation is amended after the New Closing Date of such Series of Notes, as otherwise adopted by the Seller from time to time) on each Interest Payment Date or shortly thereafter (and at the latest one month after the relevant Interest Payment Date) in accordance with Article 7(1)(e) of the EU Securitisation Regulation as such regulation is in force at the New Closing Date of such Series of Notes;
- (b) certain loan-by-loan information in relation to the Portfolio as required by and in accordance with Article 7(1)(a) of the EU Securitisation Regulation as such regulation is in force as at the New Closing Date of such Series of Notes (in the form prescribed as at the New Closing Date of such Series of Notes under the EU Securitisation Regulation or, to the extent the form prescribed pursuant to the EU Securitisation Regulation is amended after the New Closing Date of such Series of Notes, as otherwise adopted by the Seller from time to time) on a quarterly basis (at the latest one month after the relevant interest payment date and simultaneously with the investor report provided pursuant to paragraph (a) above); and
- (c) any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the EU Securitisation Regulation (as such regulation is in force as at the New Closing Date of such Series of Notes) without delay.

Each of the Issuer, Funding 1, the Mortgages Trustee and the Cash Manager covenant to take all such steps as are reasonably requested by the Seller, at the cost of the Seller, to enable the Seller to comply with its obligations under this clause 4.8.

In respect of any Series of Notes for which the Seller has not given an EU Securitisation Regulation Undertaking, the Seller shall provide information to the Noteholders (in whatever form or report it determines at its discretion) about which of the modalities provided for in Article 6(3) of the EU Securitisation Regulation is being applied."

- 2.4 The parties hereto agree that, with effect on and from the date hereof, the Principal Deed shall be modified by adding a new clause 24.5 as follows:

"24.5 Electronic Means

In no event shall the Security Trustee be liable for any losses arising from the Security Trustee receiving or transmitting any data to the Issuer or acting upon any notice, instruction or other communications via any Electronic Means (save where such losses are incurred as a result of any negligence or wilful default of the Security Trustee). The Security Trustee has no duty or obligation to verify or confirm that the person who sent such instructions or directions is, in fact, a person authorised to give instructions or directions on behalf of the Issuer.

For these purposes, Electronic Means shall mean the following communications methods: (i) non-secure methods of transmission or communication such as e-mail and facsimile transmission and (ii) secure electronic transmission containing applicable authorisation codes, passwords and/or authentication keys issued by the Security Trustee, or another method or system specified by the Security Trustee as available for use in connection with its services hereunder."

- 2.5 The parties hereto agree that, with effect on and from the date hereof, the Principal Deed shall be modified by adding a new clause 30 as follows:

"30 SANCTIONS

(a) The Issuer covenants and represents that neither they nor any of their affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC)), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively Sanctions).

(b) The Issuer covenants and represents that neither they nor any of their affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Deed, (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person and as if those Sanctions applied to the Issuer."

3. FUNDING AGREEMENT

Funding 1 and the Funding 1 Security Trustee hereby agree that this Deed shall be a Funding 1 Agreement.

4. SUPPLEMENTAL

Save as expressly amended by this Deed, the Existing Funding 1 Deed of Charge shall remain in full force and effect and the security created thereunder and all of the other rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Existing Funding 1 Deed of Charge and this Deed shall henceforth be read and construed as one document and references in the Existing Funding 1 Deed of Charge to "this Deed" shall be read as references to the Existing Funding 1 Deed of Charge as supplemented and amended by this Deed.

5. COUNTERPARTS

This Deed may be executed and delivered in any number of counterparts (including by email), all of which, taken together, shall constitute one and the same deed and any party to this Deed may enter into the same by executing and delivering a counterpart (including by email).

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding on Funding 1 upon at least one copy of this Deed having been delivered by Funding 1, notwithstanding that this Deed has not then been executed and delivered by any other party thereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this Deed, but this does not affect any right or remedy of a third party which exists or is available apart from those Acts.

7. LAW AND JURISDICTION

7.1 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.

7.2 Submission to jurisdiction

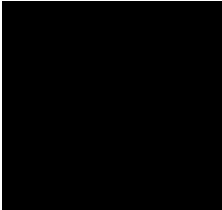
Funding 1 irrevocably agrees for the benefit of the Funding 1 Security Trustee and the other Funding 1 Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. Funding 1 waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Funding 1 Security Trustee and the other Funding 1 Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against Funding 1 in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

7.3 **Waiver of trial by jury**


Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.


Funding 1

EXECUTED as a DEED by)	
FOSSE FUNDING (NO. 1) LIMITED)	
Per pro Intertrust Directors 1 Limited as Director)	
Per pro Intertrust Directors 2 Limited as Director)	

Issuer

EXECUTED as a DEED by)	
FOSSE MASTER ISSUER PLC)	
Per pro Intertrust Directors 1 Limited as Director)	
Per pro Intertrust Directors 2 Limited as Director)	

Funding 1 Security Trustee and Issuer Security Trustee

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

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

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

in the presence of
Witness's Signature:

Name:
Address:

Funding 1 Corporate Services Provider

EXECUTED as a **DEED** by)
INTERTRUST MANAGEMENT)
LIMITED)
acting by two)
directors/a director and the secretary)

Director
Director/Secretary

Mortgages Trustee

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

Account Bank A

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