

CONFORMED VERSION

**AMENDED AND RESTATED CONTROLLING BENEFICIARY
DEED**

29 APRIL 2016

**LANGTON FUNDING (NO. 1) LIMITED
as Funding 1 and a Beneficiary**

**SANTANDER UK PLC
as Seller and a Beneficiary**

and

**CITICORP TRUSTEE COMPANY LIMITED
as Funding 1 Security Trustee**

ALLEN & OVERY

Allen & Overy LLP

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CONTENTS

Clause	Page
1. Definitions and Interpretations	2
2. Directions of the Funding Companies	4
3. Directions of the Funding Security Trustees	5
4. Controlling Beneficiary Deed Powers of Attorney	5
5. Certain Terms not to be Affected	6
6. Further Assurance.....	6
7. Non Petition Covenant	6
8. No Partnership or Agency	6
9. Assignment.....	6
10. Funding Security Trustees.....	7
11. Amendments and Waivers.....	8
12. Notices.....	8
13. Contracts (Rights of Third Parties) Act 1999.....	9
14. Termination	9
15. Execution in Counterparts; Severability.....	9
16. Governing Law	9

Signatories.....	11
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Schedule

1. Funding 1 Controlling Beneficiary Deed and Power of Attorney.....	12
2. Seller Controlling Beneficiary Deed and Power of Attorney	13
3. Seller Beneficiary Deed and Power of Attorney on Accession of New Further Funding Company	15
4. Funding Company Beneficiary Deed and Power of Attorney on Accession of New Further Funding Company	17

THIS CONTROLLING BENEFICIARY DEED (this **Deed**) is made on 29 April 2016

BETWEEN:

- (1) **SANTANDER UK PLC** (registered number 2294747), 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 in its capacities as **Seller** and a **Beneficiary**;
- (2) **LANGTON FUNDING (NO. 1) LIMITED** (registered number 6432610), a private limited company incorporated under the laws of England and Wales whose registered office is c/o Structured Finance Management Limited, 35 Great St. Helen's, London EC3A 6AP in its capacity as **Funding 1** and a **Beneficiary**; and
- (3) **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 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 Funding 1 Deed of Charge respectively).

WHEREAS:

- (A) On or about 25 January 2008 the Langton Mortgages Trustee Limited executed the Mortgages Trust Deed whereby it undertook to hold the Trust Property upon trust initially for Funding 1 and the Seller, and from time to time for any Further Funding Company that accedes as a Beneficiary under the Mortgages Trust Deed, absolutely in accordance with and subject to the terms of the Mortgages Trust Deed.
- (B) Funding 1 and the Seller have agreed, and upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed such Further Funding Company will agree, that the Beneficiaries (acting together) shall act in connection with their respective beneficial interests in the Trust Property to which they are each entitled and the exercise of any rights, powers, discretions or consents under the Transaction Documents according to the terms and conditions set out in the Mortgages Trust Deed and this Deed.
- (C) The Seller agrees to act in accordance with the Funding Company Controlling Directions (as defined below) save as expressly set out in this Deed.
- (D) The Funding 1 Security Trustee has agreed, and upon the entry into any relevant Funding Company Deed of Charge and the accession of any Further Funding Security Trustee as a Funding Security Trustee under this Deed such Further Funding Security Trustee will agree, that the Funding Security Trustees (acting together) shall act in connection with the exercise of any rights, powers, discretions or consents under the Transaction Documents to which they are a party according to the terms and conditions set out in the relevant Funding Company Deed of Charge and this Deed.
- (E) 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. Following the approval of the Part VII Scheme which provided for the transfer of any Transaction Document which incorporates this Controlling Beneficiary Deed to which Alliance & Leicester was a party in its capacity as the Seller and a Beneficiary so that all accrued rights and obligations of Alliance & Leicester in such capacities under such Transaction Document and all future rights and obligations of Alliance & Leicester in such capacities under such Transaction Document have been transferred to, and vested in or became liabilities of (as applicable), Santander UK on 28 May 2010, the date that the Part VII Scheme became effective on 28 May 2010 (the **Part**

VII Effective Date) or any later date on which such Transaction Document is transferred in accordance with the Part VII Scheme.

- (F) Pursuant to a supplement to the Mortgages Trust Deed dated on or around 29 April 2016 entered into by, amongst others, the Seller and Langton Mortgages Trustees Limited as Mortgages Trustee, Langton Mortgages Trustees (UK) Limited was appointed in place of Langton Mortgages Trustees Limited as trustee of the Mortgages Trust with effect from 29 April 2016 and the Trust Property vested in Langton Mortgages Trustees (UK) Limited as Mortgages Trustee.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Incorporation of Master Definitions and Construction Schedule

The master definitions and construction schedule signed by, amongst others, the parties to this Deed and dated 25 January 2008 as amended and/or restated on 5 March 2008, 17 June 2008, 23 November 2009, 27 May 2010, 1 October 2010, 23 March 2011, 23 December 2011, 8 June 2012 and 29 April 2016 (as the same may be further amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties to this Deed) (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the 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 hereto and this Deed shall be construed in accordance with the interpretation provisions set out in clause 3 of the Master Definitions and Construction Schedule.

1.2 Additional Definitions

In this Deed:

Controlling Directions means, in respect of:

- (a) the Funding Companies, the Funding Company Controlling Directions; and
- (b) the Funding Security Trustees, the Funding Security Trustee Controlling Directions.

Existing Further Funding Company shall mean a Further Funding Company which has already acceded as a New Beneficiary to the Mortgages Trust Deed and as a Funding Company under this Deed, at the date upon which an additional Further Funding Company so accedes.

Funding Company Controlling Directions means (a) the directions of Funding 1 for so long as Funding 1 is the sole Funding Company and (b) upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Further Funding Company under this Deed the directions of the Funding Company representing the Issuer and/or any New Issuers (as applicable) with the highest ranking class of Notes then outstanding and, if each of the Funding Companies represents the Issuer and/or any New Issuers (as applicable) with the same class as their highest ranking class of Notes then outstanding, then the Funding Company representing the Issuer and/or any New Issuers (as applicable) with the greatest Outstanding Principal Balance of the highest ranking class of Notes (including, for the avoidance of doubt, where a Funding Security Trustee is acting in place of the relevant Funding Company under the terms of this Deed and the relevant Funding Company Deed of Charge).

Funding Security Trustee Controlling Directions means (a) the directions of the Funding 1 Security Trustee for so long as the Funding 1 Security Trustee is the sole Funding Security Trustee and (b) upon the accession of any Further Funding Security Trustee as a Funding Security Trustee under this Deed the directions of the Funding Security Trustee representing the Issuer and/or any New Issuers (as applicable) with the highest ranking class of Notes then outstanding and, if each of the Funding Security Trustees represents the Issuer and/or any New Issuers (as applicable) with the same class as their highest ranking class of Notes then outstanding, then the Funding Security Trustee representing the Issuer and/or any New Issuers (as applicable) with the greatest Outstanding Principal Balance of the highest ranking class of Notes (other than, for the avoidance of doubt, where the relevant Funding Security Trustee is acting in place of a Funding Company in giving the Funding Company Controlling Directions).

For these purposes:

- (i) a Funding Company will be treated as "representing" the Issuer or any New Issuer (as applicable) in the circumstances where that Funding Company is the debtor under the terms of the Issuer Intercompany Loan Agreement or a New Intercompany Loan Agreement, as the case may be, between the Issuer or New Issuer (as applicable) and that Funding Company;
- (ii) a Funding Security Trustee acts "in place" of a Funding Company pursuant to any assignment of that Funding Company's rights under this Deed as security for its obligations under the relevant Funding Company Deed of Charge as set out in **Clause 10** below;
- (iii) a Funding Security Trustee will be treated as "representing" the Issuer or any New Issuer (as applicable) in the circumstances where that Funding Security Trustee is the security trustee under the relevant Funding Company Deed of Charge between a Funding Company, that Funding Security Trustee and that Issuer which secures the obligations of that Funding Company to that Issuer under the Issuer Intercompany Loan Agreement or a New Intercompany Loan Agreement (as applicable) between the Issuer or New Issuer (as applicable) and that Funding Company;
- (iv) all denominations of the Principal Amount Outstanding of any class of Notes will be calculated in sterling and where the Principal Amount Outstanding of such class of Notes of the Issuer or any New Issuer is not denominated in sterling it will be deemed to be in an amount equal to the principal amount outstanding (denominated in sterling) of the corresponding Loan Tranche under the Issuer Intercompany Loan Agreement or the New Intercompany Loan Agreement (as applicable); and
- (v) the highest ranking class of Notes outstanding shall mean:
 - I. in relation to the Issuer, the Class A Notes (for so long as there are Class A Notes outstanding), the Class B Notes (so long as there are no Class A Notes outstanding) and the Class Z Notes (so long as there are no Class A Notes and no Class B Notes outstanding) of the Issuer; and
 - II. in relation to any New Issuer, the Class A Notes (for so long as there are Class A Notes outstanding), the Class B Notes (so long as there are no Class A Notes outstanding) and the Class Z Notes (so long as there are no Class A Notes and no Class B Notes outstanding) of the New Issuer.

1.3 Amended and Restated

The parties hereto have agreed to amend and restate the terms of the existing Controlling Beneficiary Deed as set out herein, as at the date of this Deed (the effective date), any future rights or obligations

(excluding such rights and obligations accrued to the effective date) of a party under the existing Controlling Beneficiary Deed shall be extinguished and shall instead be governed by this Deed.

1.4 Directions to the mortgages trustee

- 1.5 Funding 1 and, upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed such Further Funding Company hereby agree, that the Funding Company Controlling Directions are their joint directions and jointly directs the Mortgages Trustee to accept the Funding Company Controlling Directions as their joint directions. In doing so, Funding 1, and upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed, such Further Funding Company hereby agree, to give directions to the Mortgages Trustee pursuant to clause 3 that are consistent with the Funding Company Controlling Directions (if any).
- 1.6 The Seller hereby agrees with Funding 1 and, upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed, with such Further Funding Company, that the Funding Company Controlling Directions are the Beneficiaries' joint directions and directs the Mortgages Trustee to accept the Funding Company Controlling Directions as the Beneficiaries' joint directions other than in the case of directions to be given by the Beneficiaries pursuant to clause 22(b) and clause 27(c) of the Mortgages Trust Deed. In doing so, the Seller hereby agrees that it will give directions to the Mortgages Trustee which are consistent with the Funding Company Controlling Directions.
- 1.7 Funding 1 agrees and, upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed, such Further Funding Company agrees, to the extent they consider in their absolute discretion that it is appropriate to do so, to consult with the Seller before providing any directions to the Mortgages Trustee.
- 1.8 Each Beneficiary hereby agrees that any directions provided by it to the Mortgages Trustee under clause 19 of the Mortgages Trust Deed shall be copied to each other Beneficiary and, if required to do so under this Clause 2, the other Beneficiaries shall promptly provide an identical direction to the Mortgages Trustee.
- 1.9 Notwithstanding the other provisions of this Clause 2, provided that the conditions to termination of the Mortgages Trust set out in clause 27(c) of the Mortgages Trust Deed have been satisfied, the Beneficiaries hereby agree between themselves and direct the Mortgages Trustee that the Seller is authorised on behalf of the Beneficiaries and in accordance with the provisions set out in clause 27 of the Mortgages Trust Deed to request the termination of the Mortgages Trust.
- 1.10 For the avoidance of doubt, the Seller shall not be deemed or obliged to give directions which are consistent with the Funding Security Trustee Controlling Directions pursuant to **Clause 4** (Directions of the Funding Security Trustees).

2. DIRECTIONS OF THE FUNDING COMPANIES

Save as expressly provided for in this Deed or in any other Transaction Document to which any two or more Funding Companies are party, it is hereby agreed that where it is provided in the Transaction Documents that the Funding Companies may provide or exercise, as applicable, directions, rights, powers, benefits and/or discretions (or any equivalent thereof) (including, without limitation, agreeing to any amendment or waiver of any provision thereof and/or giving its consent, to, or approval or authorisation of, any event, matter or thing requested thereunder) then (irrespective of whether or not the Funding Companies shall so act together with any other parties to the Transaction Documents) such directions, rights, powers, benefits and/or discretions (or their equivalent) shall, subject to the provisions of the relevant Funding Company Deed of Charge, be

provided and/or exercised by the Funding Companies in a manner that is consistent with the Funding Company Controlling Directions.

3. DIRECTIONS OF THE FUNDING SECURITY TRUSTEES

Save as expressly provided for in this Deed, or in any other Transaction Document to which any two or more Funding Security Trustees are party, it is hereby agreed that where it is provided in the Transaction Documents that the Funding Security Trustees may provide or exercise, as applicable, directions, rights, powers, benefits and/or discretions (or any equivalent thereof) (including, without limitation, agreeing to any amendment or waiver of any provision thereof and/or giving its consent, approval or authorisation of any event, matter or thing requested thereunder or making any determination), then (irrespective of whether or not the Funding Security Trustees shall so act together with any other parties to the Transaction Documents) such directions, rights, powers, benefits and/or discretions (or their equivalent) shall, subject to the provisions of the Funding Company Deed of Charge, be provided and/or exercised by the Funding Security Trustees in a manner that is consistent with the Funding Security Trustee Controlling Directions.

4. CONTROLLING BENEFICIARY DEED POWERS OF ATTORNEY

- 4.1 Upon execution of this Deed, Funding 1 will execute and deliver to the Seller the Funding 1 Controlling Beneficiary Deed and Power of Attorney (in the form set out in Schedule 1). The Seller may exercise the powers under the Funding 1 Controlling Beneficiary Deed and Power of Attorney as it considers ought to be done to protect the covenants, undertakings and provisions contained in this Deed, subject (as applicable) to the provisions of the Funding 1 Deed of Charge.
- 4.2 Upon execution of this Deed, the Seller will execute and deliver to Funding 1 and the Funding 1 Security Trustee the Seller Controlling Beneficiary Deed and Power of Attorney (in the Form set out in Schedule 2). Each of Funding 1 and the Funding 1 Security Trustee may exercise the powers under the Seller Controlling Beneficiary Deed and Power of Attorney as it considers ought to be done to protect the covenants, undertakings and provisions contained in this Deed, subject (as applicable) to the provisions of the Funding 1 Deed of Charge.
- 4.3 Upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed, the Seller will execute a revised Seller Controlling Beneficiary Deed and Power of Attorney (in the form set out in Schedule 3) and shall deliver such revised Seller Controlling Beneficiary Deed and Power of Attorney to each of those entities appointed as its attorney under that document (each a **Seller Attorney**). Each Seller Attorney may exercise the powers under such revised Seller Controlling Beneficiary Deed and Power of Attorney as it considers ought to be done to protect the covenants, undertakings and provisions contained in this Deed, subject (as applicable) to the provisions of the relevant Funding Company Deed of Charge.
- 4.4 Upon the accession of each additional Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed (each such Further Funding Company, a **New Further Funding Company**), each of Funding 1 and any Existing Further Funding Company will execute a revised Funding Controlling Beneficiary Deed and Power of Attorney (in the form set out in Schedule 4) and shall deliver such revised Funding Controlling Beneficiary Deed and Power of Attorney to each of those entities appointed as its attorney under that document (each an **Existing Funding Attorney**). Each Existing Funding Attorney may exercise the powers under such revised Funding Company Controlling Beneficiary Deed and Power of Attorney as it considers ought to be done to protect the covenants, undertakings and provisions contained in this Deed, subject (as applicable) to the provisions of the relevant Funding Company Deed of Charge.

4.5 Upon the accession of each New Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed, that New Further Funding Company will, and the Seller shall procure that the relevant New Further Funding Company does, execute a Funding Controlling Beneficiary Deed and Power of Attorney (in the form set out in Schedule 4) and shall deliver such Funding Controlling Beneficiary Deed and Power of Attorney to each of those entities appointed as its attorney under that document (each a **New Funding Attorney**). Each New Funding Attorney may exercise the powers under such Funding Company Controlling Beneficiary Deed and Power of Attorney as it considers ought to be done to protect the covenants, undertakings and provisions contained in this Deed, subject (as applicable) to the provisions of the relevant Funding Company Deed of Charge.

5. CERTAIN TERMS NOT TO BE AFFECTED

The terms of this Deed shall not apply to any directions, rights, powers, benefits and/or discretions (or any equivalent thereof) which may be provided or exercised by the Seller, Funding 1, any Further Funding Company, the Funding 1 Security Trustee or any Further Funding Security Trustee under the terms of the Transaction Documents severally from (and without reference to) any other party.

6. FURTHER ASSURANCE

The parties agree that they will co-operate fully to do all such further acts and things and execute or sign any further documents, instruments, notices or consents as may be reasonable and necessary or desirable to give full effect to the arrangements contemplated by this Deed.

7. NON PETITION COVENANT

Each of the parties hereto hereby agrees that it shall not institute against either Funding 1 or the Mortgages Trustee or, upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed against such Further Funding Company, any winding-up, administration, insolvency or similar proceedings so long as any sum is outstanding under the Issuer Intercompany Loan Agreement or any New Intercompany Loan Agreement (as applicable) for the duration of two years plus one day since the last day on which any such sum was outstanding.

8. NO PARTNERSHIP OR AGENCY

Nothing in this Deed shall be taken to constitute or create a partnership between any of the parties to this Deed or to make or appoint (a) the Seller the agent of Funding 1 (or vice versa), or (b) upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed, the Seller the agent of such Further Funding Company (or vice versa) or such Further Funding Company the agent of Funding 1 (or vice versa).

9. ASSIGNMENT

9.1 Assignment

Subject always to the provisions of Clause 11, no party hereto shall be entitled to assign all or any part of its rights or obligations hereunder to any other party without the prior written consent of each of the other parties hereto (which shall not, if requested, be unreasonably withheld) save that:

- (a) Funding 1 shall be entitled to assign by way of security all or any of its rights under this Deed without such consent to the Funding 1 Security Trustee pursuant to the Funding 1 Deed of Charge and the Funding 1 Security Trustee may at its sole discretion assign all or any of its rights under or in respect of this Deed without such consent to any successor

security trustee under the Funding 1 Deed of Charge and may assign all of any part of the Funding 1 Security upon an enforcement of the Funding 1 Security in accordance with the Funding 1 Deed of Charge; and

- (b) upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed, such Funding Company shall be entitled to assign by way of security all or any of its rights under this Deed without such consent to the relevant Funding Security Trustee pursuant to the relevant Funding Company Deed of Charge and the relevant Funding Security Trustee may at its sole discretion assign all or any of its rights under or in respect of this Deed without such consent to any successor security trustee under the relevant Funding Company Deed of Charge and may assign all of any part of the relevant Funding Security upon an enforcement of the relevant Funding Security in accordance with the relevant Funding Company Deed of Charge.

9.2 Acknowledgement of Security Assignment

The parties hereto acknowledge that:

- (a) Funding 1 has assigned its rights under this Deed to the Funding 1 Security Trustee pursuant to the Funding 1 Deed of Charge on the terms as provided therein; and
- (b) upon the accession of any Further Funding Company as a Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed, such Funding Company will assign its rights under this Deed to the relevant Funding Security Trustee pursuant to the relevant Funding Company Deed of Charge on the terms as provided therein.

10. FUNDING SECURITY TRUSTEES

10.1 Vesting of Rights

- (a) If there is any change in the identity of the Funding 1 Security Trustee in accordance with the Funding 1 Deed of Charge, the Mortgages Trustee, Funding 1 and each other Funding Company and the Funding 1 Security Trustee and each other Funding Security Trustee shall execute such documents and take such action as the successor security trustee and the outgoing security trustee may require for the purpose of vesting in the successor security trustee the rights and obligations of the outgoing security trustee hereunder and releasing the outgoing security trustee from its future obligations under this Deed.
- (b) Upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed, if there is any change in the identity of the relevant Funding Security Trustee in accordance with the relevant Funding Company Deed of Charge, the Mortgages Trustee, each Funding Company and each Funding Security Trustee shall execute such documents and take such action as the successor security trustee and the outgoing security trustee may require for the purpose of vesting in the successor security trustee the rights and obligations of the outgoing security trustee hereunder and releasing the outgoing security trustee from its future obligations under this Deed.

10.2 No Assumption

- (a) It is hereby acknowledged and agreed that by its execution of this Deed the Funding 1 Security Trustee shall not assume nor have any of the obligations or liabilities of the Mortgages Trustee or Funding 1. Furthermore, any liberty or power which may be exercised

or any determination which may be made hereunder by the Funding 1 Security Trustee may be exercised or made in its absolute discretion without any obligation to give reasons therefor, but in any event must be exercised or made in accordance with the provisions of the Funding 1 Deed of Charge and this Deed.

- (b) Upon the accession of any Further Funding Company as a New Beneficiary under the Mortgages Trust Deed and as a Funding Company under this Deed, it is hereby acknowledged and agreed that by its execution of this Deed the relevant Funding Security Trustees shall not assume or have any of the obligations or liabilities of the Mortgages Trustee or such Further Funding Company. Furthermore, any liberty or power which may be exercised or any determination which may be made hereunder by the relevant Funding Security Trustees may be exercised or made in its absolute discretion without any obligation to give reasons therefor, but in any event must be exercised or made in accordance with the provisions of the relevant Funding Company Deed of Charge and this Deed.

11. AMENDMENTS AND WAIVERS

11.1 Entire Agreement

This Deed sets out the entire agreement and understanding between the parties with respect to the subject matter of this Deed superseding all prior oral or written understandings other than the other Transaction Documents.

11.2 Amendments and Waiver

No amendment or waiver of any provision of this Deed nor consent to any departure by any of the parties therefrom shall in any event be effective unless the same shall be in writing and signed by each of the parties hereto. In the case of a waiver or consent, such waiver or consent shall be effective only in the specific instance and as against the party or parties giving it for the specific purpose for which it is given.

11.3 Rights Cumulative

The respective rights of each of the parties to this Deed are cumulative and may be exercised as often as they consider appropriate. No failure on the part of any party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies in this Deed are cumulative and not exclusive of any remedies provided by law.

11.4 Variation or Waiver

No variation or waiver of this Deed shall be made if the same would adversely affect the then current ratings of any of the Notes as determined and confirmed in writing by the Rating Agencies.

12. NOTICES

Any notices to be given pursuant to this Deed will be sufficiently served if sent by prepaid first class post, by hand or facsimile transmission and will 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 (in the case of first class post) when it would be received in the ordinary course of the post and shall be sent:

- (a) in the case of the Seller: to Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number +44 (0)20 7756 5627) (with a copy via email to: MTF@santander.co.uk and treasurylegal@santander.co.uk) for the attention of the Company Secretary with a copy to Santander UK plc, c/o Abbey House, (AAM 129), 201 Grafton Gate East, Milton Keynes MK9 1AN (facsimile number +44 (0)1908 343019) for the attention of Securitisation Team, Retail Credit Risk;
- (b) in the case of Funding 1, to Langton Funding (No. 1) Limited, (facsimile number +44 (0) 207 398 6325) (with a copy via email to: MTF@santander.co.uk and treasurylegal@santander.co.uk) for the attention of the Directors with a copy 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;
- (c) in each case with a copy to the Funding 1 Security Trustee, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (facsimile number + 44 (0) 20 7508 3872/3878) for the attention of Agency and Trust,

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 13.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

14. TERMINATION

The provisions of this Deed shall terminate upon the termination of the Mortgages Trust Deed.

15. EXECUTION IN COUNTERPARTS; SEVERABILITY

15.1 Counterparts

This Deed may be executed in any number of counterparts (manually or by facsimile) and by different parties hereto in separate counterparts, when so executed, shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

15.2 Severability

Where any provision in or obligation under this Deed shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations under this Deed, or of such provision or obligation in any other jurisdiction, shall not be affected or impaired thereby.

16. GOVERNING LAW

16.1 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.

16.2 Jurisdiction

Each party to this Deed hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Deed (and any non-contractual obligations arising out of or in connection with it), and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Deed hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding.

IN WITNESS of which this document has been signed and delivered as a deed on the date which appears above.

SIGNATORIES

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

)
)
)
)



in the presence of

Witness's signature:



Name:

Address:



**EXECUTED as a DEED by
LANGTON FUNDING (NO. 1) LIMITED**
per pro SFM Directors Limited as Director
per pro SFM Directors (No.2) Limited as Director

)
)
)
)



**EXECUTED as a DEED by
CITICORP TRUSTEE COMPANY LIMITED**
acting by its authorised signatory

)
)
)
)

in the presence of

Witness's signature:

Name:

Address:

SIGNATORIES

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

)
)
)

in the presence of

Witness's signature:

Name:

Address:

EXECUTED as a **DEED** by
LANGTON FUNDING (NO. 1) LIMITED
per pro SFM Directors Limited as Director
per pro SFM Directors (No.2) Limited as Director

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EXECUTED as a **DEED** by
CITICORP TRUSTEE COMPANY LIMITED

acting by its authorised signatory

in the presence of

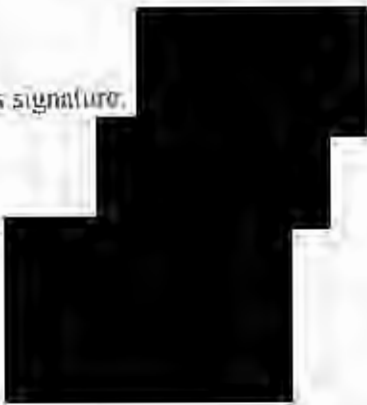


Nicola Japelli
Director

Witness's signature:

Name:

Address:



SCHEDULE 1

FUNDING 1 CONTROLLING BENEFICIARY DEED AND POWER OF ATTORNEY

THIS DEED AND POWER OF ATTORNEY (this **Deed and Power of Attorney**) is made on [●]

By Langton Funding (No. 1) Limited (**Funding 1**) of 35 Great St. Helen's, London EC3A 6AP;

in favour of Santander UK plc (the **Seller**) of 2 Triton Square, Regent's Place, London NW1 3AN(as defined in the Controlling Beneficiary Deed (as defined below)) in accordance with the terms of the Controlling Beneficiary Deed.

Expressions defined in the amended and restated controlling beneficiary deed entered into on [●] 2016 between *inter alios*, Funding 1 and the Seller (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time, the **Controlling Beneficiary Deed**) shall have the same meanings in this Deed and Power of Attorney.

Funding 1 irrevocably and by way of security for the performance of the covenants on the part of Funding 1 set out in the Controlling Beneficiary Deed appoints the Seller at all times that the Seller is entitled to give directions to the Mortgages Trustee under clause 2.5 of the Controlling Beneficiary Deed to be its attorney in accordance with section 10 of the Powers of Attorney Act 1971 to give directions to the Mortgages Trustee.

The Seller is authorised, subject to the above mentioned terms and the provisions of the Controlling Beneficiary Deed, to give directions on Funding 1's behalf to the Mortgages Trustee in connection with the Mortgages Trust Deed, provided that the authority granted to the Seller by this Deed and Power of Attorney is limited to acts permissible in accordance with the Transaction Documents (and, without limitation, subject to the limitations set out in clause 2.2 of the Controlling Beneficiary Deed).

Funding 1 hereby covenants with the Seller and its assigns and successors in title that (subject to the above mentioned terms and the provisions of the Controlling Beneficiary Deed) if the conditions referred to in Clause 2.5 of the Controlling Beneficiary Deed have been satisfied it will not give directions to the Mortgages Trustee under clause 27(c) of the Mortgages Trust Deed unless such directions are identical with those of the Seller.

For the avoidance of doubt, this Deed and Power of Attorney does not extend to the Funding Security Trustee Controlling Directions (as defined in the Controlling Beneficiary Deed).

IN WITNESS of which this document has been signed and delivered as a deed on the date which appears above.

EXECUTED as a **DEED** by)
LANGTON FUNDING (NO. 1))
LIMITED)
per pro SFM Directors Limited as Director)
per pro SFM Directors (No.2) Limited as Director)

SCHEDULE 2

SELLER CONTROLLING BENEFICIARY DEED AND POWER OF ATTORNEY

THIS DEED AND POWER OF ATTORNEY (this **Deed and Power of Attorney**) is made on [●]

By Santander UK plc (the **Seller**) of 2 Triton Square, Regent's Place, London NW1 3AN;

in favour of each of Langton Funding (No. 1) Limited (**Funding 1**) of 35 Great St. Helen's, London EC3A 6AP and Citicorp Trustee Company Limited (in its capacity as the **Funding 1 Security Trustee**) in accordance with the terms of the Controlling Beneficiary Deed (as defined below).

Expressions defined in the controlling beneficiary deed entered into on [●] between *inter alios*, Funding 1 and the Seller (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time, the **Controlling Beneficiary Deed**) shall have the same meanings in this Deed and Power of Attorney.

The Seller, severally, irrevocably and by way of security for the performance of the covenants on the part of the Seller set out in the Controlling Beneficiary Deed:

- (a) appoints Funding 1 at all times that Funding 1 is entitled to provide the Funding Company Controlling Directions to the Mortgages Trustee in accordance with the Controlling Beneficiary Deed to be its attorney in accordance with section 10 of the Powers of Attorney Act 1971 to give directions to the Mortgages Trustee; and
- (b) appoints the Funding 1 Security Trustee at all times that the Funding 1 Security Trustee is entitled to provide the Funding Company Controlling Directions to the Mortgages Trustee in accordance with the Controlling Beneficiary Deed to be its attorney in accordance with section 10 of the Powers of Attorney Act 1971 to give directions to the Mortgages Trustee.

Each of Funding 1 and the Funding 1 Security Trustee is authorised, subject to the above mentioned terms and the provisions of the Controlling Beneficiary Deed, to give directions on the Seller's behalf to the Mortgages Trustee in connection with the Mortgages Trust Deed, provided that the authority granted to Funding 1 and the Funding 1 Security Trustee by this Deed and Power of Attorney is limited to acts permissible in accordance with the Transaction Documents (and, without limitation, subject to the limitations set out clauses 2.2 and 2.5 of the Controlling Beneficiary Deed).

The Seller hereby covenants with each of Funding 1 and the Funding 1 Security Trustee and their respective assigns and successors in title that (subject to the above mentioned terms and the provisions of the Controlling Beneficiary Deed (including but not limited to clause 2.5 thereof)) it will not give directions to the Mortgages Trustee in connection with the Mortgages Trust Deed unless such directions are identical with the Funding Company Controlling Directions.

For the avoidance of doubt, this Deed and Power of Attorney does not extend to the Funding Security Trustee Controlling Directions (as defined in the Controlling Beneficiary Deed).

IN WITNESS of which this document has been signed and delivered as a deed on the date which appears above.

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

Witness's signature:

Name:

Address:

SCHEDULE 3

SELLER BENEFICIARY DEED AND POWER OF ATTORNEY ON ACCESSION OF NEW FURTHER FUNDING COMPANY

THIS DEED AND POWER OF ATTORNEY (this **Deed and Power of Attorney**) is made on [●]

By Santander UK plc (the **Seller**) of 2 Triton Square, Regent's Place, London NW1 3AN;

in favour of any one of Langton Funding (No. 1) Limited (**Funding 1**) of 35 Great St. Helen's, London EC3A 6AP, [*name of new Further Funding Company of []*] (the **New Further Funding Company**), [*name[s] of existing Further Funding Compan[y/ies] of []*] ([together,] the **Existing Further Funding Company/ies**), Citicorp Trustee Company Limited (in its capacity as the **Funding 1 Security Trustee**, [] (in its capacity as the **New Further Funding Company Security Trustee** and [*name[s] of each existing Further Funding Security Trustee[s]*] ([together,] the **Existing Further Funding Security Trustee[s]**)] in accordance with the terms of the Controlling Beneficiary Deed (as defined below).

Expressions defined in the amended and restated controlling beneficiary deed entered into on [●] between *inter alios*, Funding 1 and the Seller (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time, the **Controlling Beneficiary Deed**) shall have the same meanings in this Deed and Power of Attorney.

This Deed and Power of Attorney replaces and supersedes the deed and power of attorney dated [] by the Seller in favour of Funding 1, the Funding 1 Security Trustee [, the Existing Further Funding Companies and the Existing Further Funding Security Trustees].

The Seller, severally, irrevocably and by way of security for the performance of the covenants on the part of the Seller set out in the Controlling Beneficiary Deed:

- (a) appoints Funding 1, the New Further Funding Company [and [each of] the Existing Further Funding Compan[y/ies]] (together, the **Funding Companies**) to be its attorney at such time that the relevant Funding Company is entitled to provide the Funding Company Controlling Directions to the Mortgages Trustee in accordance with the Controlling Beneficiary Deed in accordance with section 10 of the Powers of Attorney Act 1971 to give directions to the Mortgages Trustee; and
- (b) appoints the Funding 1 Security Trustee, the New Further Funding Security Trustee [and [each of] the Existing Further Funding Security Trustee[s]] (together, the **Funding Security Trustees**) to be its attorney at such time that the relevant Funding Security Trustee is entitled to provide the Funding Company Controlling Directions to the Mortgages Trustee in accordance with the Controlling Beneficiary Deed in accordance with section 10 of the Powers of Attorney Act 1971 to give directions to the Mortgages Trustee.

Each of the Funding Companies and the Funding Security Trustees is authorised, subject to the above mentioned terms and the provisions of the Controlling Beneficiary Deed, to give directions on the Seller's behalf to the Mortgages Trustee in connection with the Mortgages Trust Deed, provided that the authority granted to Funding Companies and the Funding Security Trustees by this Deed and Power of Attorney is limited to acts permissible in accordance with the Transaction Documents (and, without limitation, subject to the limitations set out clauses 2.2 and 2.5 of the Controlling Beneficiary Deed).

The Seller hereby covenants with each of the Funding Companies and the Funding Security Trustees (subject to the above mentioned terms and the provisions of the Controlling Beneficiary Deed (including but not limited to clause 2.5 thereof)) it will not give directions to the Mortgages Trustee in connection with the

Mortgages Trust Deed unless such directions are identical with the Funding Company Controlling Directions.

For the avoidance of doubt, this Deed and Power of Attorney does not extend to the Funding Security Trustee Controlling Directions (as defined in the Controlling Beneficiary Deed).

IN WITNESS of which this document has been signed and delivered as a deed on the date which appears above.

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

Witness's signature:

Name:

Address:

- (a) appoints **EITHER** [the New Further Funding Company and [each Existing Funding Company]¹² **OR** [Funding 1 and [each Existing Funding Company]]¹³ **OR** [Funding 1[,/and] the New Further Funding Company [and each Other Existing Funding Company]]¹⁴ (Funding 1[,/and], the New Further Funding Company [and the Existing Further Funding Compan[y/ies]] together, the **Funding Companies**) to be its attorney at such time that the relevant Funding Company is entitled to provide the Funding Company Controlling Directions to the Mortgages Trustee in accordance with the Controlling Beneficiary Deed in accordance with section 10 of the Powers of Attorney Act 1971 to give directions to the Mortgages Trustee; and
- (b) appoints **EITHER** [the New Further Funding Security Trustee and [each Existing Funding Security Trustee]¹⁵ **OR** [Funding 1 Security Trustee and [each Existing Funding Security Trustee]]¹⁶ **OR** [Funding 1 Security Trustee, the New Further Funding Security Trustee and [each Other Existing Funding Security Trustee]]¹⁷ (Funding 1 Security Trustee, the New Further Funding Security Trustee and the Existing Further Funding Security Trustee[s] [and the Other Existing Further Funding Security Trustees] together, the **Funding Security Trustees**) to be its attorney at such time that the relevant Funding Security Trustee is entitled to provide the Funding Company Controlling Directions to the Mortgages Trustee in accordance with the Controlling Beneficiary Deed in accordance with section 10 of the Powers of Attorney Act 1971 to give directions to the Mortgages Trustee; and
- (c) appoints the Seller to be its attorney at such time that the Seller is entitled to give directions to the Mortgages Trustee under clause 2.5 of the Controlling Beneficiary Deed in accordance with section 10 of the Powers of Attorney Act 1971 to give directions to the Mortgages Trustee.

Each of the aforementioned Attorneys is authorised, subject to the above mentioned terms and the provisions of the Controlling Beneficiary Deed, to give directions on [Funding 1's] **OR** [the New Further Funding Company's] **OR** [the Existing Further Funding Company's]¹⁸ behalf to the Mortgages Trustee in connection with the Mortgages Trust Deed, provided that the authority granted to each such Attorney by this Deed and Power of Attorney is limited to acts permissible in accordance with the Transaction Documents (and, without limitation, subject to the limitations set out in Clause 2.2 of the Controlling Beneficiary Deed).

[Funding 1] **OR** [the New Further Funding Company] **OR** [the Existing Further Funding Company]¹⁹ hereby covenants with each of its Attorneys that (subject to the above mentioned terms and the provisions of the Controlling Beneficiary Deed) it will not give directions to the Mortgages Trustee in connection with the Mortgages Trust Deed unless such directions are identical with the Funding Company Controlling Directions. [Funding 1] **OR** [the New Further Funding Company] **OR** [the Existing Further Funding Company]²⁰ hereby covenants with each of its Attorneys that (subject to the above mentioned terms and the provisions of the Controlling Beneficiary Deed) if the conditions referred to in Clause 2.5 of the Controlling Beneficiary Deed have been satisfied it will not give directions to the Mortgages Trustee under clause 27(c) of the Mortgages Trust Deed unless such directions are identical with those of the Seller.

For the avoidance of doubt, this Deed and Power of Attorney does not extend to the Funding Security Trustee Controlling Directions (as defined in the Controlling Beneficiary Deed).

IN WITNESS of which this document has been signed and delivered as a deed on the date which appears above.

¹² in the case of Langton Funding (No 1) Limited

¹³ in the case of the New Further Funding Company

¹⁴ in the case of an Existing Further Funding Company

¹⁵ in the case of Langton Funding (No 1) Limited

¹⁶ in the case of the New Further Funding Company

¹⁷ in the case of an Existing Further Funding Company

¹⁸ Delete as appropriate

¹⁹ Delete as appropriate

²⁰ Delete as appropriate

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

OR

EXECUTED as a DEED by)
[NEW FURTHER FUNDING)
COMPANY])
by two directors, being)
[] and)
[])

OR

EXECUTED as a DEED by)
[EXISTING FURTHER FUNDING)
COMPANY])
by two directors, being)
[] and)
[])