

## EXECUTION VERSION

### THIRD PARTY DEPOSIT PLACEMENT SERVICES

#### TERMS AND CONDITIONS

FOSSE FUNDING (No.1) 1 LIMITED (the “Customer”)

and

SANTANDER UK PLC (“Cash Manager”)

These terms and conditions (the “**Services Terms**”) are made as of the 19 day of August 2013 pursuant to (i) the Fourth Amended and Restated Funding 1 Bank Account Agreement dated on or about the date hereof (the “**Bank Account Agreement**”) under which The Bank of New York Mellon, acting through its London Branch (the “**Bank**”), currently provides account bank services to the Customer; (ii) the Third Amended and Restated Cash Management Agreement dated on or about the date hereof (the “**Cash Management Agreement**”) under which Santander UK plc, as Cash Manager, currently provides cash management services to the Customer and containing the form of Third Party Master Deposit Agreement (the “**Eligible Bank Account Agreement**”) to be entered into, or which was entered into prior to the date of these Services Terms in substantially such form, between the Bank and each Third Party Deposit Provider in connection with the Services Terms. Under the Bank Account Agreement and the Cash Management Agreement, Santander UK plc, in its capacity as the Cash Manager to the Customer, gives directions to the Bank to effect payments by debiting the Account(s) (as defined below).

#### 1. THE SERVICES

- (a) These Services Terms set out the terms and conditions on which the Bank will upon the Instructions of the Customer and/or the Cash Manager on behalf of the Customer:
- (i) place time deposits (the “**Third Party Deposits**”);
  - (ii) with one or more providers of time deposits selected by the Customer and/or the Cash Manager on behalf of the Customer and identified in **Schedule A** (the “**Third Party Deposit Providers**”);
  - (iii) such amounts of available cash which are held in account(s) that have been opened pursuant to the Bank Account Agreement (the “**Account(s)**”);
  - (iv) where practicable (and only on the Instructions of the Customer and/or the Cash Manager on behalf of the Customer), direct the Third Party Deposit Providers to roll-over the Third Party Deposits; and
  - (v) identify and record in Schedule A the relevant Third Party Deposit Providers from time to time specified by the Customer and/or the Cash Manager.

All of the above together or individually, “**The Services**”.

- (b) For the purposes of providing The Services set forth herein, the Bank will be acting through its London branch at One Canada Square, London E14 5AL. The Services will only be provided on a day on which banks are open for business in (i) the City of London, (ii) the jurisdiction of the relevant Third Party Deposit Provider and (iii) the financial centre of the currency of the relevant Third Party Deposit (a “**Business Day**”).
- (c) It is acknowledged and agreed that the Bank may utilise the services of one or more of its affiliated companies as sub-agent for the Customer, to perform all or any portion of The Services to be provided by the Bank pursuant to these Services Terms.

#### 2. SELECTION OF THIRD PARTY DEPOSIT PROVIDERS

- (a) The Customer and/or the Cash Manager shall be solely responsible for the selection and monitoring of the Third Party Deposits and the Third Party Deposit Providers.
- (b) One or more Third Party Deposit Providers may be designated by the Customer and/or the Cash Manager from time to time and will be as specified in **Schedule A** hereto, as such schedule may be amended from time to time by the Bank, the Customer and the Cash Manager.

- (c) The Customer and/or the Cash Manager may amend Schedule A by advising the Bank in writing of any additions, removals or substitutions of Third Party Deposit Providers, provided always that no such amendments will require the Bank to take any action with respect to existing Third Party Deposits, if break costs would be incurred in so doing, without the express Instructions of the Customer and/or the Cash Manager regarding such break costs.
- (d) The Customer hereby acknowledges that it has delegated authority to the Cash Manager to complete due diligence of each Third Party Deposit Provider and delegated authority to the Cash Manager to direct the Bank, by an Instruction, to invest available cash in one or more Third Party Deposits with one or more Third Party Deposit Providers, in each case in accordance with the Bank Account Agreement, the Cash Management Agreement and the other agreements or deeds related thereto and entered into separately between, *inter alios*, the Customer and the Cash Manager.
- (e) The Customer and/or the Cash Manager each acknowledges and agrees that the Bank is not, has not been, and will not be giving advice or recommendations (investment or otherwise), or representations and warranties, to the Customer and/or the Cash Manager with respect to the suitability or performance of either the Third Party Deposit Providers or any Third Party Deposits.

### 3. STANDING AUTHORISATION AND INSTRUCTIONS

- (a) The Bank is hereby authorised, as agent, on behalf of the Customer to carry out The Services pursuant to the Instructions of Authorised Persons (as defined in Section 10(b) and more fully set out in the Funding 1 Transaction Account Mandate) of the Customer (which shall include any approved individuals from the Cash Manager), in accordance with these Services Terms. The Bank agrees that, in giving instructions to the Third Party Deposit Provider, it will act in the name and on behalf of the Customer in accordance with the Services Terms, the Bank Account Agreement and the relevant Eligible Bank Account Agreement.
- (b) At the Customer's and/or the Cash Manager's request, the Bank will obtain rates from Third Party Deposit Providers for the duration and size of the time deposit requested by the Customer. The Bank is authorised to utilise Bloomberg or other similar third party services in order to perform its obligations under these Services Terms with respect to the Third Party Deposits. The Customer and/or the Cash Manager (as the case may be) each agrees that the Bank shall not be liable for any actions, proceedings, claims, liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and expenses properly incurred) ("**Losses**") (as applicable) suffered or incurred by the Customer and/or the Cash Manager, and that they shall indemnify the Bank for any Losses that are suffered or incurred by the Bank (provided that in the case of any Losses which are expenses incurred by the Bank, such expenses have been properly incurred by the Bank), in each case as a result of errors or omissions of any such services (unless and to the extent such Losses result from the negligence, wilful default or fraud of the Bank), provided always that the Cash Manager shall not be obliged to indemnify the Bank unless (i) the Bank has first claimed the amount of any such Losses (as applicable) from the Customer under or in connection with the Bank Account Agreement; and (ii) the Bank has not recovered the amount of such Losses (as applicable) from Customer within five Business Days from the claim made under or in connection with the Bank Account Agreement.
- (c) If the Bank receives or recovers any amounts in respect of its Losses from the Customer (such amounts, the "**Funding 1 Recovered Amounts**") pursuant to the Bank Account Agreement and/or the above or otherwise, in respect of which it has already made a demand and received the full amount due to the Bank from the Cash Manager pursuant to the Deed of Indemnity dated on or about the date hereof ("**Deed of Indemnity**") or otherwise, the Bank undertakes to pay or transfer (or procure the payment or transfer of) the Funding 1 Recovered Amounts to the Cash Manager and, pending such payment or transfer, to hold the Funding 1 Recovered Amounts on trust for the Cash Manager. Furthermore, in the event that the Funding 1 Recovered Amounts, taken together with the amounts claimed and actually received by the Bank from the Cash Manager under the Deed of Indemnity, exceed the amount claimed by the Bank pursuant to Clause 3(b) above (such amount being the "**Excess Amount**"), the Bank undertakes to pay or to transfer (or procure the payment or transfer of) the Excess Amount to the Cash Manager and, pending such payment or transfer, to hold the Excess Amount on trust for the Cash Manager. For the avoidance of doubt, the purpose of this Clause 3(c) is to avoid (i) double-recovery by the Bank in respect of amounts which it has already claimed and received from the Cash Manager under the Deed of Indemnity (or otherwise) and which same amounts the Bank also receives from the Customer, pursuant to a claim on the same grounds and (ii) the retention by the Bank of more funds by way of indemnities granted to it by the Cash Manager and Customer than are due to the Bank in accordance with the Bank Account Agreement and these Services Terms.

- (d) The Customer and/or the Cash Manager may, by Instruction to the Bank (such Instruction to be received by Bank no later than 12.00 pm London time on the Business Day on which the Instructions must be acted upon) request the Bank to place a Third Party Deposit with a Third Party Deposit Provider. For purposes of these Services Terms, an “**Instruction**” means any written notice, direction or instruction (which may be communicated by facsimile and/or email, as the case may be) received by the Bank in accordance with these Services Terms from an Authorised Person or from a person reasonably believed by the Bank to be an Authorised Person and which, in the case of an Instruction to place a Third Party Deposit with a Third Party Deposit Provider, will be in, or substantially in, the form of **Schedule C**.
- (e) Any Third Party Deposit placed by the Bank upon the Instruction of the Customer and/or the Cash Manager on behalf of the Customer will be accepted by the relevant Third Party Deposit Provider for value on the date received if received before the applicable cut-off times as are notified to the Bank by the Third Party Deposit Provider from time to time, and otherwise will be for value the next Business Day.
- (f) The terms of the Third Party Deposit, including the payment of interest, shall be as set out in the confirmation provided by the Third Party Deposit Provider to the Bank (the “**Confirmation**”).
- (g) The Customer and/or the Cash Manager on behalf of Customer may by an Instruction request on any Business Day a deposit break of any Third Party Deposit subject to break costs to be specified by the relevant Third Party Deposit Provider.
- (h) Unless these Services Terms have been terminated, upon the maturity of any Third Party Deposit, the Customer and/or the Cash Manager, on behalf of Customer, may by Instruction to the Bank elect to:
  - (i) roll over the Third Party Deposit (in combination with any additional cash deposit if so desired) for a new tenor in accordance with the terms of a new Confirmation (net of the fees of the Bank as provided below);
  - (ii) require the partial repayment and/or the partial roll over of the Third Party Deposit (net of the fees of the Bank as provided below); or
  - (iii) require the repayment of the Third Party Deposit,

in each and all cases provided that under no circumstances will the Bank and/or any Third Party Deposit Provider be required to accept and/or act on any Instruction which requires the Third Party Deposit Provider to provide a deposit break ahead of a maturity date.

In order for the options above to be considered by the Customer, at the request of the Customer and/or the Cash Manager, the Bank will obtain rates from Third Party Deposit Providers for the duration and size of the time deposit requested by the Customer and/or the Cash Manager in this regard. If the Bank has not received an Instruction from the Customer and/or the Cash Manager in relation to the options set forth above on or before 15:00 London time on the Business Day prior to the maturity date of the relevant Third Party Deposit, then the relevant Third Party Deposit shall be repaid to the Account(s) of the Customer from which it was originally made on such date.

- (i) The Customer acknowledges and agrees that the Account(s) shall not go into overdraft and the Bank is not obliged to, nor will it, make a credit or a debit to the Account(s) before actual receipt by the Bank of a corresponding and final payment in cleared funds. Under no circumstances does or shall the Bank extend or provide credit to the Customer pursuant to these Services Terms.
- (j) Any Third Party Deposits made to Third Party Deposit Providers in accordance with The Services as set out herein shall be designated as “cash not held by the Bank” or other such characterisation. The Bank has no safekeeping responsibilities for Third Party Deposits or for the selection, performance or solvency of Third Party Deposit Providers and the Customer acknowledges that in making such Third Party Deposits, it is accepting all of the risks associated with investing with the Third Party Deposit Provider.

#### **4. PERIODIC STATEMENTS**

The Bank shall report on Third Party Deposits made with Third Party Deposit Providers in the Bank's regular periodic statements concerning the Account(s) and shall provide the Customer with a separate Confirmation for each such transaction as issued by the Third Party Deposit Provider.

#### **5. ADMINISTRATION FEE, EXPENSES AND TAXES**

- (a) The Customer agrees that the Bank is entitled to an administration fee in accordance with the fee schedule set forth in **Schedule D**, as such schedule may be amended from time to time by the Bank, the Cash Manager and the Customer.
- (b) In the event that the Customer and/or the Cash Manager, on behalf of the Customer, instructs the Bank to roll-over a Third Party Deposit upon maturity, the Customer hereby authorises the Bank to instruct the Third Party Deposit Provider to remit the portion of the fees payable by the Customer prior to the roll-over of the Third Party Deposit to the Account(s) from which the Third Party Deposit was made.
- (c) In addition, the Customer shall be responsible for and shall reimburse the Bank for all costs, expenses, and fees incurred by the Bank in connection with The Services, including (without limiting the generality of the foregoing) all money transfer fees and costs and transfer taxes incurred in connection with the investment and reinvestment of deposits, and all income taxes or other taxes of any kind whatsoever which may be levied or assessed under existing or future laws upon or in respect to the Third Party Deposit, and all other similar expenses related to the administration of the Account(s) incurred by the Bank in the performance of its duties hereunder. If permitted by the Bank Account Agreement, the Bank may debit the Account(s) with such costs, expenses and fees upon notice to the Customer.
- (d) The Customer acknowledges that The Services may be the same as or similar to services provided by the Bank for which a fee may be separately charged under the Bank Account Agreement. The Customer further acknowledges that the Third Party Deposit Provider may receive other deposits from or through the Bank or its affiliated companies, may place funds on deposit in accounts with the Bank or its affiliated companies and receive interest income, may purchase securities from or through the Bank or its affiliated companies, may engage in repurchase transactions with the Bank or its affiliated companies and may obtain other services from the Bank for which the Bank is paid a fee.

#### **6. CUSTOMER'S AND THE CASH MANAGER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 6.1 Each of the Customer and the Cash Manager (as the case may be) represents and warrants to the Bank, which representations and warranties shall be deemed to be continuing and to be reaffirmed with and in respect of each future Instruction unless otherwise notified in writing to the Bank, that:
  - (a) these Services Terms are, and each Instruction and Third Party Deposit will be, legally and validly entered into, does not, and will not, violate any statute, regulation, rule, order or judgment binding on Customer and/or the Cash Manager, or any provision of Customer's and/or the Cash Manager's constitution, or any agreement binding on Customer and/or the Cash Manager or affecting its property, and is and will be enforceable against Customer and/or the Cash Manager (as the case may be) in accordance with its terms. Each of the Customer and the Cash Manager are duly authorised and empowered to perform its respective duties and obligations under these Services Terms, including (without limitation) through the agency of the Bank;
  - (b) the person executing these Services Terms, and each Authorised Person acting on behalf of the Customer (which for the avoidance of doubt includes any Authorised Persons from the Cash Manager), has been and will be duly and properly authorised to do so;
  - (c) each of the Customer (and any advisor or consultant representing the Customer in the Third Party Deposits) and the Cash Manager has received, read and carefully considered any documentation provided to it by Third Party Deposit Providers and the Customer and/or the Cash Manager is relying solely on information provided to it by the Third Party Deposit Provider in making the Third Party Deposit with that Third Party Deposit Provider.
- 6.2 The Bank, in turn, represents and warrants to each of the Customer and the Cash Manager, which representations and warranties shall be deemed to be continuing and to be reaffirmed with and in respect of each future Instruction, unless otherwise notified in writing to the Bank, that:

- (a) these Services Terms are, and will be, legally and validly entered into, do not, and will not, violate any statute, regulation, rule, order or judgment binding on Bank, or any provision of Bank's constitution, or any agreement binding on Bank or affecting its property, and is and will be enforceable against Bank in accordance with its terms. The Bank is duly authorised and empowered to perform the transactions, duties and obligations contemplated herein; and
- (b) the person executing these Services Terms and the persons nominated by the Bank to receive Instructions from the Customer and/or the Cash Manager and to carry out the services hereunder, has been and will be duly and properly authorised to do so.

## **7. RISK OF LOSS, LIABILITY AND INDEMNIFICATION**

- (a) Each of the Customer and the Cash Manager acknowledges and agrees that any losses of principal from Third Party Deposit shall be at the Customer's risk and for the Customer's account except to the extent if any, that any such losses result from the negligence, wilful default or fraud of the Bank. In no event, however, shall the Bank be liable for any loss of profits, loss of business, loss of opportunity or loss of goodwill or for any incidental, consequential, indirect, special or exemplary loss with respect to its role as agent hereunder.
- (b) Except to the extent set out in (a), each of the Customer and the Cash Manager agrees that Bank shall not be liable, and the Customer and/or the Cash Manager shall hold harmless and fully indemnify the Bank, for any and all Losses arising, directly or indirectly out of these Services Terms and the provision of The Services, provided always that: the Cash Manager shall not be obliged to indemnify the Bank to the extent that such Losses are caused by the negligence, wilful default or fraud of the Bank, and unless the Bank (i) has first claimed the amount of such Losses (as applicable) from the Customer under or in connection with the Bank Account Agreement or these Services Terms; and (ii) has not recovered the amount of such Losses (as applicable) from Customer within 5 Business Days from the claim being made under or in connection with the Bank Account Agreement or these Services Terms. If Bank receives or recovers from the Customer any Funding 1 Recovered Amounts (as defined in Clause 3(c)) pursuant to the Bank Account Agreement or this Clause 7(b), in respect of which it has already made a demand and received the full amount due to the Bank from the Cash Manager pursuant to the Deed of Indemnity or otherwise, the Bank undertakes to pay or transfer (or procure the payment or transfer of) the Funding 1 Recovered Amounts to the Cash Manager and, pending such payment or transfer, to hold the Funding 1 Recovered Amounts on trust for the Cash Manager. Furthermore, in the event that the Funding 1 Recovered Amounts, taken together with the amounts claimed and actually received by the Bank from the Cash Manager under the Deed of Indemnity, exceed the amount claimed by Bank pursuant to this Clause 7(b) (such amount being the "**Excess Amount**"), the Bank undertakes to pay or to transfer (or procure the payment or transfer of) the Excess Amount to the Cash Manager and, pending such payment or transfer, to hold the Excess Amount on trust for the Cash Manager. For the avoidance of doubt, the purpose of this Clause 7(b) is to avoid (i) double-recovery by the Bank in respect of amounts which it has already claimed and received from the Cash Manager under the Deed of Indemnity (or otherwise) and which same amounts the Bank also receives from the Customer, pursuant to a claim on the same grounds and (ii) the retention by the Bank of more funds by way of indemnities granted to it by the Cash Manager and Customer than are due to the Bank in accordance with the Bank Account Agreement and these Services Terms.
- (c) In no event, shall the Bank be liable for any liabilities, losses, damages, costs and expenses (including without limitation, legal fees and expenses) arising, directly or indirectly from the receiving or transmitting of Instructions from the Customer or its Authorised Persons (including those from the Cash Manager) via any non-secure method of transmission or communication, such as, but without limitation, by facsimile. Each of the Customer and the Cash Manager accepts that some methods of communication are not secure and the Bank shall incur no liability for receiving Instructions via any such non-secure method. The Bank is authorised to comply with and rely upon any such Instructions or other communications believed by it to have been sent or given by an Authorised Person. The Customer and/or the Cash Manager (as the case may be) shall use all reasonable endeavours to ensure that Instructions transmitted to the Bank pursuant to these Services Terms are completed and correct. Any Instructions shall be conclusively deemed to be valid instructions from the Customer (and on its behalf from the Cash Manager) to the Bank for the purposes of these Services Terms.
- (d) Without prejudice to any duties that the Bank may have under any regulatory regime, the Bank shall have no duties to the Customer and/or the Cash Manager other than are expressly set out in these Services Terms and the Bank Account Agreement.

- (e) The Customer agrees and acknowledges that it shall hold the Third Party Deposit Provider harmless from any and all claims, actions, proceedings, liabilities, losses or damages incurred by the Customer or any third party for acting upon the Bank's instructions and shall not be entitled to, and nor will it, proceed directly or indirectly against the Third Party Deposit Provider for acting upon the Bank's instructions.

## **8. FORCE MAJEURE**

The Bank shall not be responsible or liable for any failure or delay in the performance of its obligations under these Services Terms and the Third Party Deposit Provider shall not be responsible or liable for any failure or delay in the performance of any of the Services, arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions; loss or malfunctions of utilities, transportation, computer (hardware or software) or communications service; accidents; labour disputes; acts of civil or military authority; governmental actions; or inability to obtain labour, material, equipment or transportation.

## **9. ANTI-MONEY LAUNDERING AND DISCLOSURE OF INFORMATION/PERSONAL DATA**

- (a) Due to the application of anti-money laundering, tax or similar requirements or otherwise including regulatory requirements, upon request from time to time by or on behalf of the Bank, the Customer acknowledges and agrees that it shall provide certifications, documents or other evidence as may be reasonably required, including to substantiate the representations and certifications herein made by the Customer.
- (b) It is acknowledged and agreed by the Customer that in meeting its obligations, the Bank may disclose the identity of the Customer, associated Customer due diligence, together with any information required for the purposes of the provision of The Services to Third Party Deposit Providers and as otherwise required by law, rule or regulation.

## **10. NOTICES AND INSTRUCTIONS**

- (a) All notices, Instructions or other communications with respect to these Services Terms shall be delivered to the following addresses set forth for the Bank.

The Bank of New York Mellon at both (i) and (ii) below:

- (i)     FAO: IMG – Cash Solutions  
          49th Floor, One Canada Square  
          London, E14 5AL  
          Facsimile: : +44 (0)20 7964 6622
- (ii)    FAO: Corporate Trust Structured Finance  
          Facsimile: +44(0)20 7964 2533  
          Email: BNYM.Structured.Finance.Team.4@BNYMellon.com

and if to the Customer to:

Fosse Funding (No.1) Limited

c/o Structured Finance Management Limited

35 Great St. Helen's

London EC3A 6AP

Facsimile: +44(0)2073986325

Attention: the Directors

With a copy to: Santander Uk plc

Santander UK Plc 2 Triton Square Regent's Place London NW1 3AN Attention: Mortgage Backed Funding Desk

Email: [mbf@santander.co.uk](mailto:mbf@santander.co.uk)

Telephone: +44(0)2077566165

and if to the Cash Manager to:

Santander UK Plc

2 Triton Square

Regent's Place

London NW1 3AN

Attention: Mortgage Backed Funding Desk

Email: [mbf@santander.co.uk](mailto:mbf@santander.co.uk)

Telephone: +44(0)2077566165

or otherwise in accordance with the latest unrevoked written direction from any party to the other parties hereto.

- (b) The Customer shall furnish the Bank with a certificate indicating those persons who are authorised to give the Bank Instructions hereunder and with specimen signatures of such persons as currently set out in the Funding 1 Transaction Account Mandate (the "**Authorised Persons**").

## **11. REGULATORY**

- (a) The London branch of the Bank is regulated by the Financial Conduct Authority and the Prudential Regulation Authority (and any successor regulatory authority) whose registered office is at 25 The North Colonnade, Canary Wharf, London E14 5HS.
- (b) Any complaints relating to the performance of the Bank's obligations under these Services Terms should be addressed to the Chief Executive Officer. A copy of the Bank's complaints handling procedure is available from the Bank's Compliance Officer at the address set out in section 1(b) of these Services Terms.
- (c) The Customer hereby acknowledges that each of the Third Party Deposit Providers is not insured by the Federal Deposit Insurance Corporation.
- (d) The Customer acknowledges that the Bank may perform administrative and similar services to one or more of the Third Party Deposit Providers and has authorised the Bank in [Section 5(d)] of these Services Terms to receive remuneration in respect of such services from the Third Party Deposit Providers therefor.

## **12. AMENDMENT AND TERMINATION**

- (a) The Services Terms may not be amended or modified except by written agreement duly executed by or on behalf of the parties hereto.

- (b) The Services Terms may be terminated at any time at the option of either party upon thirty (30) days prior written notice to the other party, except that these Services Terms shall remain in full force and effect whilst any Third Party Deposits remain outstanding with any Third Party Deposit Provider. Such termination shall not require or obligate the Bank to break any outstanding Third Party Deposit other than on the express Instruction of the Customer, which Instruction shall acknowledge any resultant break costs.
- (c) In the event that (i) these Services Terms are terminated, the Customer or the Cash Manager on behalf of the Customer shall not give any Instructions to the Bank to, and the Bank shall not, make any further Third Party Deposits and (ii) the relevant Eligible Bank Account Agreement with a Third Party Deposit Provider is terminated, the , the Customer or the Cash Manager on behalf of the Customer shall not give any Instructions to the Bank to, and the Bank shall not, make any further Third Party Deposits with such Third Party Deposit Provider.

### **13. INTERPRETATION**

- (a) In these Services Terms, “affiliated company” and “deposits” shall have the same meaning as in the rules of the FCA.
- (b) Headings used herein are for convenience only and shall not be considered for the purposes of interpreting these Services Terms.

### **14. MISCELLANEOUS**

- (a) These Services Terms, the Bank Account Agreement and the Eligible Bank Account Agreements constitute the entire agreement of the parties in relation to The Services and supersedes all prior oral or written agreements in relation to The Services.
- (b) These Services Terms and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. Each of the Customer and the Cash Manager hereby submits to the exclusive jurisdiction of the courts in England in connection with any dispute arising hereunder. To the extent that in any jurisdiction Customer and/or the Cash Manager may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, Customer and/or the Cash Manager irrevocably agrees not to claim, and it hereby waives, such immunity.
- (c) In performing The Services hereunder, the Bank is acting solely on behalf of the Customer and no contractual or service relationship shall be deemed to be established hereby between the Bank and any other persons, with the exception of the Cash Manager to the extent the Cash Manager has assumed obligations and liabilities hereunder. A person who is not a party to these Services Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Services Terms.
- (d) In the event of conflict between these Services Terms and the terms of the Bank Account Agreement, the Bank Account Agreement shall prevail.

**These Services Terms are executed for and on behalf of the following parties, in each case by their duly authorised signatories:**

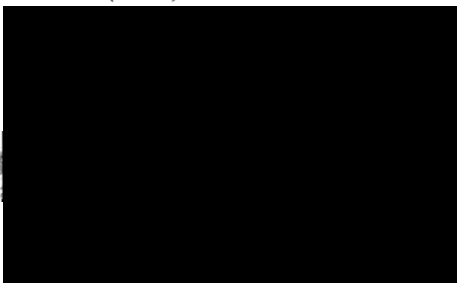
**FOSSE FUNDING (No. 1) LIMITED as the CUSTOMER:**

Signature:

Name:

Title:

Date:





**SANTANDER UK PLC as the CASH MANAGER:**

Signed

for and on behalf of

**SANTANDER UK PLC**

As Cash Manager

By: Authorised Attorney

Name:

**The Bank of New York Mellon, acting through its London Branch:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SANTANDER UK PLC as the CASH MANAGER:**

Signed

for and on behalf of

**SANTANDER UK PLC**

As Cash Manager

By: Authorised Attorney

Name:

**The Bank of New York Mellon, acting through its London Branch:**

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 19 August 2013

## SCHEDULE A

### THE BANK OF NEW YORK MELLON THIRD PARTY DEPOSIT SERVICE AGREEMENT DEPOSIT PLACEMENT OPTIONS

Date : \_\_\_\_\_

The Bank shall invest cash in Third Party Deposits with one or more of the following Third Party Deposit Providers upon an Instruction from the Customer:

	Santander UK plc
	Credit Agricole SA London Branch
	Societe General SA London Branch
	Royal Bank of Canada London Branch
	Natixis SA London Branch
	Standard Chartered plc
	Royal Bank of Scotland plc
	Barclays plc
	Lloyds Bank plc
	Scotia Bank London Branch
	DBS Bank Limited London Branch
	HSBC plc (when Master Deposit Agreement is Executed)
	ANZ London Branch (when Master Deposit Agreement is Executed)
	RaboBank (when Master Deposit Agreement is Executed)

Each of the Third Party Deposit Providers in this Schedule shall agree, in the Eligible Bank Account Agreement, to use reasonable endeavours to ensure that it remains a person who can receive payments free from FATCA withholding (as such term is defined in the Eligible Bank Account Agreement)

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[Name of Customer]

By (*Signature*) : \_\_\_\_\_  
Name (*Print*) : \_\_\_\_\_  
Title: \_\_\_\_\_

By (*Signature*) : \_\_\_\_\_  
Name(*Print*) : \_\_\_\_\_  
Title \_\_\_\_\_

## **SCHEDULE B**

### **AUTHORISED SIGNATURES**

Refer to schedule 1 of the Funding 1 Transaction Account Mandate for details of authorized persons.

## SCHEDULE C

### FORM OF INSTRUCTION TO MAKE A THIRD PARTY DEPOSIT

**Please send signed original to:**

The Bank of New York Mellon  
Attn: BNY Mellon Capital Markets (EMEA) Limited  
41st Floor, One Canada Square  
London, E14 5AL  
Facsimile: +44 (0)207 964 6622

**Please send a copy to:**

+44 (0)207 964 6035 or +44 (0)207 964 6022

Date: [                      ]

Third Party Term Deposit Placement Instruction

Please accept this instruction to place a fixed term deposit as follows:

Customer name:

Account name:

Account number to be debited:

Currency:

Amount:

Trade date:

Value date:

Maturity date:

Deposit taking bank:

Agreed rate (if applicable):

We acknowledge that this deposit will be placed with the third party bank we have selected, executed by The Bank of York Mellon as Agent in accordance with the Services Terms and Conditions dated [].

Yours sincerely,

---

Authorised Signatory

## **SCHEDULE D**

### **FEES SCHEDULE OF THE BANK**

The following fees are payable to the Bank of New York Mellon, London Branch under these Services Terms:

1. An annual administration fee of £5,000 for static reserve cash balances maintained with each Third Party Deposit Provider. For the avoidance of doubt, such fee is only payable if amounts are deposited with a Third Party Deposit Provider and is not payable in respect of Third Party Deposit Providers listed in Schedule A with whom no amounts are deposited.
2. A trade fee per fixed deposit trade of £75 (including roll-overs) for collateral or other cash.

The fees provided for above shall be deducted by The Bank of New York Mellon, London Branch from the customer's account and The Bank of New York Mellon, London Branch shall issue a pro forma invoice in respect of such fees.