

EXECUTION VERSION

**FIFTH AMENDED AND RESTATED FUNDING DEED OF
CHARGE**

12 NOVEMBER 2010

**HOLMES FUNDING LIMITED
and
HOLMES MASTER ISSUER PLC
and
SANTANDER UK PLC
and
ABBEEY NATIONAL TREASURY SERVICES PLC
and
WILMINGTON TRUST SP SERVICES (LONDON) LIMITED
and
THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH
and
HOLMES TRUSTEES LIMITED**

ALLEN & OVERY

Allen & Overy LLP

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THIS FIFTH AMENDED AND RESTATED DEED OF CHARGE is made on 12 November 2010

BETWEEN:

- (1) **HOLMES FUNDING LIMITED** (registered in England and Wales No. 3982428) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**Funding**);
- (2) **HOLMES MASTER ISSUER PLC** (registered in England and Wales No. 5953811) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**the Master Issuer**);
- (3) **HOLMES TRUSTEES LIMITED** (registered in England and Wales No. 3982431) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**the Mortgages Trustee**);
- (4) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as seller under the Mortgage Sale Agreement (**the Seller**);
- (5) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as cash manager under the Cash Management Agreement (**the Cash Manager**, which expression shall include such person and all other persons for the time being acting as the cash manager or cash managers pursuant to the Cash Management Agreement);
- (6) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as GIC provider to Funding under the Funding GIC Account Agreement (**the Funding GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to Funding pursuant to the Funding GIC Account Agreement);
- (7) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as account bank under the Bank Account Agreement (**the Account Bank**, which expression shall include such person and all other persons for the time being acting as the account bank or account banks to Funding pursuant to the Bank Account Agreement);
- (8) **ABBEY NATIONAL TREASURY SERVICES PLC**, a wholly-owned subsidiary of Santander UK PLC, acting through its office at 2 Triton Square, Regent's Place, London NW1 3AN (**the Funding Swap Provider**, which expression shall include such person and all other persons for the time being acting as the variable rate swap provider or providers and/or as the tracker rate swap provider or providers and/or as the fixed floating rate swap provider or providers pursuant to the Funding Swap Agreement);
- (9) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** (formerly known as SPV Management Limited) (registered in England and Wales No. 2548079) whose registered office is at Fifth Floor, 6 Broad Street Place, London EC2M 7JH (**the Corporate Services Provider**, which expression shall include such person and all other persons for the time being acting as the corporate service provider or corporate service providers pursuant to the Corporate Services Agreement);
- (10) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 as the start-up loan provider pursuant to the Issue 2010-1 Start-

up Loan Agreement made on the 2010-1 Closing Date with Funding and the Security Trustee (the **Issue 2010-1 Start-up Loan Provider**) which expression shall respectively include such person or all other persons for the time being acting as start-up loan provider pursuant to the Issue 2010-1 Start-up Loan Agreement;

- (11) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescot Street, London E1 8AD in its capacity as **Lender of the Funding Loan Amounts** under the Existing Notes Redemption Reserve Loan Agreement; and
- (12) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** (formerly known as J.P. Morgan Chase Bank N.A., London Branch) whose principal office is at 40th Floor, One Canada Square, London E14 5AL (the **Security Trustee**, which expression shall include such person and all other persons for the time being acting as the security trustee or security trustees pursuant to this Deed).

WHEREAS:

- (A) This Funding Deed of Charge was originally entered into on the Initial Closing Date and was subsequently modified, supplemented, amended and/or restated to reflect, *inter alia*, accessions of various Funding Secured Creditors.
- (B) The Seller has agreed to sell and assign the Initial Portfolio to the Mortgages Trustee (as trustee for the Seller and Funding) pursuant to the Mortgage Sale Agreement to be held on the terms of the Mortgages Trust Deed. The Seller may sell and assign New Portfolios to the Mortgages Trustee which may include Scottish Loans and their Related Security. The consideration for such sales and assignments includes payment of Deferred Consideration to the Seller by Funding.
- (C) The Cash Manager has agreed to provide certain cash management services to Funding on the terms set out in the Cash Management Agreement.
- (D) The Account Bank has agreed to provide certain banking services to Funding on the terms set out in the Bank Account Agreement.
- (E) The Funding Swap Provider has agreed to provide a hedge against the possible variance between the Mortgages Trustee SVR payable on the Variable Rate Loans, the fixed rates of interest payable on the Fixed Rate Loans and the rates of interest payable on the Tracker Loans and a LIBOR based rate for three-month sterling deposits on the terms set out in the Funding Swap Agreement.
- (F) The Corporate Services Provider has agreed to provide certain corporate services to Funding on the terms set out in the Corporate Services Agreement.
- (G) Funding has agreed to provide security in respect of Funding's obligations under the Funding Agreements to which it is a party and under any New Intercompany Loan Agreement and associated agreements, subject to and in accordance with the terms thereof and hereof.
- (H) Funding has agreed to provide the Security Trustee with the benefit of the security described in this Deed to secure Funding's obligations under the Funding Agreements, upon and subject to the terms hereof. The Security Trustee shall hold such security on trust for the benefit of the Funding Secured Creditors.
- (I) Pursuant to the terms of an intercompany loan agreement dated 28 November 2006 made between Funding and the Master Issuer (the **Master Intercompany Loan Agreement**), the Master Issuer has agreed to make loans to Funding and Funding has agreed to secure its liabilities to the Master Issuer thereunder pursuant to the Amended and Restated Funding Deed of Charge.

- (J) On 28 November 2006, the Master Issuer acceded to the provisions of the Amended and Restated Funding Deed of Charge pursuant to the Second Amended and Restated Funding Deed of Charge.
- (K) On 28 November 2006, the Mortgages Trustee acceded to the provisions of the Funding Deed of Charge pursuant to the Second Amended and Restated Funding Deed of Charge for the purposes of acknowledging intimation to it of the charging of the Funding Share of the Trust Property.
- (L) This Funding Deed of Charge was most recently supplemented on 8 October 2010 by the Supplemental Deed of Charge in order to: (i) facilitate the application of the proceeds of an Existing Notes Refinancing Contribution; (ii) facilitate the application of the proceeds of the Funding Loan Amount(s); (iii) facilitate the establishment of a mechanism to meet Funding's obligations in respect of the Funding Loan Amount(s) pursuant to the Existing Notes Redemption Reserve Loan Agreement; and (iv) allow the Lender of the Funding Loan Amounts to accede to the Funding Deed of Charge as a Funding Secured Creditor.
- (M) The parties hereto have agreed to amend and restate the terms of the Funding Deed of Charge as set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

The Seventh Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on the 2010-1 Closing Date (as the same may be amended, varied or supplemented from time to time with the consent of the parties hereto) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Seventh Amended and Restated Master Definitions and Construction Schedule (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Seventh Amended and Restated Master Definitions and Construction Schedule.

1.2 Construction

In this Deed, except where the context otherwise requires:

- (a) the terms of the Master Intercompany Loan Agreement, the Seventh Amended and Restated Master Definitions and Construction Schedule and of any agreement in existence at the date hereof between the parties hereto in relation to any such documents are incorporated in this Deed to the extent required to ensure that any proposed disposition of the Funding Charged Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (b) if the Security Trustee (acting reasonably) considers that an amount paid by Funding to a Funding Secured Creditor and/or the Security Trustee and/or the Receiver under or pursuant to the Funding Agreements or this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of Funding or otherwise and that there is a reasonable prospect of such liquidation or administration occurring and of such payment being so avoided or set aside, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed;

- (c) a reference in this Deed to any property, assets, undertakings or rights includes, unless the context otherwise requires, present and future property, assets, undertakings or rights; and
- (d) this Deed amends and restates the Fourth Amended and Restated Deed of Charge dated 19 December 2008 (as supplemented and amended).

2. COVENANT TO PAY FUNDING SECURED OBLIGATIONS AND DISCHARGE SECURED LIABILITIES

Funding covenants with and undertakes to the Security Trustee as trustee for the Funding Secured Creditors that it will, subject to the provisions of the Funding Agreements:

- (a) duly and punctually pay and discharge all monies and liabilities whatsoever which now are or at any time hereafter may (whether before or after demand) become due and payable to the Security Trustee (whether for its own account or as trustee for the Funding Secured Creditors) or any of the other Funding Secured Creditors by Funding, whether actually or contingently, under this Deed or any other of the Funding Agreements; and
- (b) observe, perform and satisfy all its other obligations and liabilities under this Deed and/or any of the Funding Agreements.

3. FUNDING SECURITY

3.1 Trust Property

Funding, by way of first fixed security for the payment or discharge of the Funding Secured Obligations, subject to Clause 4 (Release of Funding Charged Property), hereby charges and assigns by way of security to the Security Trustee all of its right, title and interest in, to and under the Funding Share of the Trust Property (including without limitation all Scottish Trust Property, present and future, comprised therein), including all rights to receive payment of any amounts which may become payable to Funding thereunder and all payments received by it thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof, and all of its right, title and interest in, to and under the trusts declared and created pursuant to the Mortgages Trust Deed, TO HOLD the same unto the Security Trustee absolutely.

3.2 Contractual rights

Funding, by way of first fixed security for the payment or discharge of the Funding Secured Obligations, subject to Clause 4 (Release of Funding Charged Property), hereby assigns by way of security to the Security Trustee all of its right, title, benefit and interest in, to and under the Funding Agreements (other than this Deed) including all rights to receive payment of any amounts which may become payable to it thereunder and all payments received by it thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof (without prejudice to, in respect of the Funding Swap Agreement only, any contractual netting provision contained in such agreement and after giving effect to any such netting provision), TO HOLD the same unto the Security Trustee absolutely.

3.3 Accounts

Funding, by way of first fixed security for the payment or discharge of the Funding Secured Obligations, subject to Clause 4 (Release of Funding Charged Property), hereby charges by way of first fixed charge in favour of the Security Trustee all of its rights, interest and benefit, present and future, in and to all monies now or at any time hereafter standing to the credit of:

- (a) the Funding GIC Account; and
- (b) the Funding Transaction Account,

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

3.4 Authorised Investments

Funding, by way of first fixed security for the payment or discharge of the Funding Secured Obligations, subject to Clause 4 (Release of Funding Charged Property), hereby charges by way of security to the Security Trustee all of its right, title and interest in, to and under any Authorised Investment purchased using monies standing to the credit of the Funding Bank Accounts for the time being owned by it and all rights in respect of or ancillary to such Authorised Investments, TO HOLD the same unto the Security Trustee absolutely.

3.5 Floating Charge

- (a) Funding, by way of first floating security for the payment or discharge of the Funding Secured Obligations, subject to Clause 4 (Release of Funding Charged Property), hereby charges by way of first floating charge in favour of the Security Trustee the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future other than any property or assets from time to time or for the time being the subject of fixed charges pursuant to Clauses 3.1 to 3.4 (inclusive) or otherwise effectively assigned by way of security (but excepting from the foregoing exclusion the whole undertaking, property, assets and rights of Funding situated in or governed by the law of Scotland, all of which are charged by the floating charge hereby created).
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 of the Insolvency Act 1986 and accordingly paragraph 14 of Schedule B1 of the Insolvency Act 1986 is applicable to the floating charge.

3.6 Title Guarantee

Each of the dispositions of or charges over property effected in or pursuant to Clauses 3.1 to 3.5 (inclusive) is made with full title guarantee (or, in relation to any rights or assets situated in or governed by the law of Scotland, with absolute warrandice).

3.7 Notice and Acknowledgement

The execution of this Deed by each Funding Secured Creditor shall constitute notice to each of them of the assignment of all Funding's right, title, interest and benefit present and future in, to and under the agreements referred to in Clause 3.2 (Contractual rights) and the execution of this Deed by each of the Funding Secured Creditors shall constitute an express acknowledgement by each of them of such conveyances, transfers, charges and assignments and other security interests made or granted by the foregoing provisions of this Clause 3 (Funding Security) and Clause 2 (Covenant to pay Funding Secured Obligations and Discharge Secured Liabilities) and each of the Funding Secured Creditors

undertakes to the Security Trustee not to do anything inconsistent with the security given under or pursuant to this Deed or knowingly to prejudice the encumbrances in favour of the Security Trustee constituted hereunder or the Funding Charged Property provided that, without prejudice to Clause 9 (Exercise of Certain Rights), nothing herein shall be construed as limiting the rights of any of the Funding Secured Creditors exercisable in accordance with and subject to the terms of any of the Transaction Documents.

3.8 Intimation to Mortgages Trustee

Funding hereby intimates and gives notice to the Mortgages Trustee as trustee under and in terms of the Mortgages Trust of the assignation in security made in terms of Clause 3.1 (Trust Property) and the Mortgages Trustee by its execution of this Deed as such trustee immediately subsequent to the execution hereof by Funding consents to such assignation and acknowledges such intimation and notification thereof and confirms that as at the date hereof it has received no intimation of any other dealing with the Funding Share of the Trust Property or any part thereof except in accordance with the terms of the Transaction Documents.

3.9 Security Trustee's Discretion

Subject to Clause 25.2 (Delegation), without prejudice to the rights of the Security Trustee after the security created under this Deed has become enforceable, Funding hereby authorises the Security Trustee, prior to the security created by this Deed becoming enforceable, to exercise, or refrain from exercising, all rights, powers, authorities, discretions and remedies of Funding under or in respect of the Funding Agreements referred to in Clause 3.2 (Contractual rights) in such manner as in its absolute discretion it shall think fit. For the avoidance of doubt, the Security Trustee shall not be required to have regard to the interests of Funding in the exercise or non-exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by Funding in relation thereto.

4. RELEASE OF FUNDING CHARGED PROPERTY

4.1 Release, Reassign or Discharge on Payment or Discharge of Funding Secured Obligations

On the irrevocable and unconditional payment or discharge (or any combination of the foregoing) of all the Funding Secured Obligations, the Security Trustee shall at the request and cost of Funding release, reassign or discharge all the relevant Funding Charged Property to, or to the order of, Funding.

4.2 Disposal of Authorised Investments

On the making at any time by the Cash Manager on behalf of Funding of a disposal of any Authorised Investment charged pursuant to Clause 3.4 (Authorised Investments), the Security Trustee shall, if so requested by and at the sole cost and expense (on an indemnity basis) of Funding, but without being responsible for any loss, costs, claims or liabilities whatsoever occasioned by so acting upon such request, release, reassign or discharge from the encumbrances constituted by or pursuant to this Deed the relevant Authorised Investments, provided that in the case of a disposal of an Authorised Investment, the proceeds of such disposal are paid by Funding into the Funding Bank Account from which the monies to make such Authorised Investment were originally drawn, subject to and in accordance with the provisions of the Funding Guaranteed Investment Contract, the Cash Management Agreement and this Deed.

5. CONTINUANCE OF SECURITY

5.1 Continuing Security

Without prejudice to the generality of Clause 2 (Covenant to pay Funding Secured Obligations and Discharge Secured Liabilities), the charges and assignments contained in or granted pursuant to this Deed:

- (a) shall be without prejudice and in addition to any other security whatsoever which may be held by the Funding Secured Creditors or the Security Trustee on behalf of the Funding Secured Creditors from Funding or any other person for or in respect of the whole or part of the Funding Secured Obligations;
- (b) shall remain in force as continuing security for the Funding Secured Creditors notwithstanding any settlement of account or the existence at any time of a credit balance on any current or other account or any other act, event or matter whatsoever; and
- (c) are made for securing future Term Advances made by the Master Issuer and New Term Advances made by any New Issuer and Funding's obligations that may arise from time to time to any person (including, without limitation, a New Funding Swap Provider or a New Start-up Loan Provider) who (subject to the terms of the Transaction Documents) has delivered a duly completed Accession Undertaking to the Security Trustee in accordance with Clause 5.5 (New Intercompany Loans) hereof, but not otherwise.

5.2 Acknowledgement

Funding hereby acknowledges the assignments, charges and other security interests made or granted by the foregoing provisions of this Deed and undertakes to the Security Trustee not to do anything inconsistent with the security given under or pursuant to this Deed or knowingly to prejudice the security granted to the Security Trustee pursuant to this Deed or the Funding Charged Property or the Security Trustee's interest therein.

5.3 Discretionary Enforcement

Subject to the provisions of this Deed including, for the avoidance of doubt, Clause 5.4 (Mandatory Enforcement), the Security Trustee may at any time, at its discretion and without notice, take such proceedings and/or other action as it may think fit against, or in relation to, Funding or any other party to any of the Funding Agreements to enforce their obligations under any of the Funding Agreements. Subject to the provisions of this Deed, at any time following service of an Intercompany Loan Enforcement Notice which has not been withdrawn, the Security Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce the security created pursuant to this Deed.

5.4 Mandatory Enforcement

The Security Trustee shall not, and shall not be bound to, take any proceedings, actions or steps under or in connection with any of the Transaction Documents (including, without limitation, any steps to enforce the security constituted by this Deed) unless:

- (a) (i) it shall have been directed to do so by the relevant Issuer whose Term Advance(s) has or have the highest Term Advance Rating (the **Principal Issuers** and the **Principal Term Advances** respectively); provided that, if there is a conflict between the directions of those Principal Issuers, then the directions of those Principal Issuers (A) who have given the same directions and (B) the aggregate

principal amount outstanding of whose Principal Term Advances is greater than the aggregate principal amount outstanding of the Principal Term Advances of the other Principal Issuers who have given other directions; or

- (ii) if there are no Term Advances outstanding, it shall have been directed to do so by the Funding Secured Creditor who ranks highest in the order or priority of payments set out in Clause 8.4 (Priorities of Payment — After Service of an Intercompany Loan Enforcement Notice); or
 - (iii) it is required to do so under any express provision of this Deed; and
- (b) it shall have been indemnified to its satisfaction against all liabilities, actions, proceedings, claims and demands to which it may be or become liable and all costs, charges, damages and expenses which may be incurred by it in connection therewith, and the terms of such indemnity may include the provision of a fighting fund, non recourse loan or other similar arrangement.

5.5 New Intercompany Loans

If Funding intends to enter into a New Intercompany Loan Agreement, then as a condition precedent thereto the relevant New Issuer, together with other relevant creditors (as determined by the Security Trustee) including any New Funding Swap Provider and any New Start-Up Loan Provider shall accede to the terms of this Deed by executing an Accession Undertaking in the form set out in Schedule 2 (Accession Undertaking) to this Deed.

6. DECLARATION OF TRUST

Each of the Funding Secured Creditors declares the Security Trustee, and the Security Trustee hereby declares itself, trustee of all the covenants, undertakings, charges, assignments and other Security Interests made or given to it or to be made or given to it under or pursuant to the Funding Agreements and any Accession Undertaking for the Funding Secured Creditors, upon and subject to the terms and conditions of this Deed.

7. FUNDING'S SHARE OF MORTGAGES TRUST AND RELATED MATTERS

7.1 Funding Bank Accounts

At all times during the subsistence of the Funding Security, Funding shall:

- (a) save as otherwise provided in the Funding Agreements or unless the Security Trustee otherwise agrees in writing (and then only on such terms and in such manner as the Security Trustee may require) procure that the Funding Share Percentage of the Mortgages Trustee Available Revenue Receipts and any distribution of Principal Receipts to Funding under the Mortgages Trust shall be paid into the Funding GIC Account; and
- (b) not be entitled to withdraw or transfer from the Funding GIC Account any monies standing to the credit thereof or direct any payment to be made therefrom to any person without the Security Trustee's prior written consent.

7.2 Withdrawals from Funding GIC Account; Authorised Investments

- (a) Funding covenants with the Security Trustee that the amounts standing to the credit of the Funding GIC Account may only be withdrawn in accordance with this Clause 7.

- (b) On any day during an Interest Period but prior to the issue of an Intercompany Loan Enforcement Notice, the Security Trustee shall consent to the transfer by the Cash Manager of monies from the Funding GIC Account to the Funding Transaction Account, only where such monies are to be applied to meet any amounts then due and payable by Funding or the Issuer to third parties, the Account Bank or the Issuer Account Bank in accordance with items (a)(ii), (a)(iii) and (c) of the Funding Pre-Enforcement Revenue Priority of Payments.
- (c) On each Interest Payment Date prior to the issue of an Intercompany Loan Enforcement Notice, the Security Trustee shall consent to the transfer from the Funding GIC Account to the Funding Transaction Account of such amounts of Funding Available Principal Receipts and Funding Available Revenue Receipts as may be necessary on such date to be applied to meet Funding's payment obligations in accordance with the Funding Pre-Enforcement Revenue Priority of Payments and the relevant Funding Principal Priorities of Payments (as the same may be amended or varied from time to time).
- (d) The Cash Manager may, prior to the service of an Intercompany Loan Enforcement Notice, make withdrawals from the relevant Funding Bank Account for the purposes of acquiring Authorised Investments. All amounts received in respect of the Authorised Investments (including earnings thereon) shall be deposited into the relevant Funding Bank Account from which they were originally drawn.

7.3 Application of Funding Available Principal Receipts

On each Interest Payment Date prior to the service of an Intercompany Loan Enforcement Notice, the Security Trustee hereby authorises Funding or the Cash Manager in its place to make withdrawals of Funding Available Principal Revenues standing to the credit of the Funding Transaction Account and to apply such monies to repay principal due and payable by Funding under the Intercompany Loans in accordance with the provision set out in Part 2 of Schedule 3 hereto.

7.4 Application of Funding Available Revenue Receipts

On each Interest Payment Date prior to the service of an Intercompany Loan Enforcement Notice, the Security Trustee hereby authorises Funding or the Cash Manager in its place to withdraw Funding Available Revenue Receipts from the Funding Transaction Account and to apply such monies in accordance with the Funding Pre-Enforcement Revenue Priority of Payments set out in Part 1 of Schedule 3 to this Deed.

7.5 Application of Funding Revenue Receipts and Funding Principal Receipts following entry into a New Intercompany Loan

- (a) Without prejudice to the provisions of paragraph (b) of this Clause 7.5, if any New Term Advances under any New Intercompany Loan Agreements are made available by any New Issuer to Funding in accordance with the terms of the Transaction Documents, then the parties to this Deed, together with any person (including any New Issuer, any New Swap Provider and any New Start-up Loan Provider) entering into an Accession Undertaking shall set out the new Funding Priority of Payments accordingly in a schedule to the Accession Undertaking. The new Funding Priority of Payments so amended shall supersede those set out in Part 1, Part 2 and Part 3 of Schedule 3 to this Deed.
- (b) If any New Term Advances under any New Intercompany Loan Agreements are made available by any New Issuer to Funding in accordance with the terms of the Transaction Documents, then, subject to the terms of this Deed and the relevant Scheduled Repayment Dates and permitted repayment dates of the Term Advances and the New Term Advances, the Funding Available Principal Receipts and Funding Available Revenue Receipts will be applied (after making payment ranking higher in the relevant Funding Priority of Payments to meet the revenue and principal repayments due first on

the Term Advances with the highest Term Advance Rating, and thereafter on the Term Advances with the next highest Term Advance Rating, and so on, down to the Term Advances with the lowest Term Advance Rating.

7.6 Application of the proceeds of an Existing Notes Refinancing Contribution and Funding Loan Amounts

For the avoidance of doubt, on each Interest Payment Date on which an amount of principal under the Existing Term Advances is due and payable, the Security Trustee hereby authorises Funding, or the Cash Manager on its behalf, to apply the proceeds of any Existing Notes Refinancing Contribution and any Funding Loan Amount received by Funding with respect to such Interest Payment Date to repay the relevant Existing Term Advances (without regard to the Funding Pre-Enforcement Principal Priority of Payments).

8. UPON ENFORCEMENT

8.1 Prior Notification

The Security Trustee shall, if reasonably practicable, give prior notification to the Seller of the Security Trustee's intention to enforce the security created by this Deed. However, the failure of the Security Trustee to provide such notification shall not prejudice the ability of the Security Trustee to enforce the security created by this Deed.

8.2 Service of Intercompany Loan Enforcement Notice

Subject to the provisions of the Transaction Documents (including, without limitation, Clause 14.10 (Acceleration) of the Intercompany Loan Terms and Conditions), in the event that an Intercompany Loan Enforcement Notice has been served (and not withdrawn) by the Security Trustee on Funding, the Security Trustee shall as soon as is reasonable (which, in the case of a London Business Day, shall mean upon giving not less than three hours notice expiring during normal business hours) serve a copy of the Intercompany Loan Enforcement Notice on the Funding Secured Creditors.

8.3 Crystallisation

From and including the date when the Security Trustee serves an Intercompany Loan Enforcement Notice (which has not been withdrawn) on Funding:

- (a) no amount may be withdrawn from the Funding Bank Accounts (which accounts shall be identified in the relevant Intercompany Loan Enforcement Notice) except with the prior written consent of the Security Trustee; and
- (b) if not already crystallised, any charge created by Clause 3.5 (Floating Charge) which is a floating charge shall crystallise.

8.4 Priorities of Payment — After Service of an Intercompany Loan Enforcement Notice

All monies received or recovered by the Security Trustee (or a Receiver appointed on its behalf) following service of an Intercompany Loan Enforcement Notice shall be applied by the Security Trustee (save to the extent required otherwise by law) in the order of priority set out in Part 3 of Schedule 3 hereto provided however that any Existing Notes Refinancing Contribution and any Funding Loan Amounts received by Funding shall be applied by Funding to repay the outstanding Existing Term Advances (without regard to the Funding Post-Enforcement Principal Priority of Payments).

8.5 Application of Monies Received After Intercompany Loan Enforcement Notice

Each Funding Secured Creditor undertakes (but in relation to the relevant Issuers, in relation to the Funding Charged Property only) to pay to the Security Trustee or the Receiver, as the case may be, all monies received or recovered by it (including by way of set-off or otherwise) subsequent to the service of an Intercompany Loan Enforcement Notice in order that such amounts can be applied in accordance with Clause 8.4 (Priorities of Payment — After Service of an Intercompany Loan Enforcement Notice).

8.6 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 (the **1925 Act**) shall not apply in relation to a Receiver appointed under this Deed.

8.7 Petition for Administration

Following presentation of a petition for an administration order in relation to Funding, the filing of documents with the court for the appointment of an administrator in relation to Funding or the service of a notice of intention to appoint an administrator in relation to Funding, the Security Trustee shall, subject to being indemnified to its satisfaction in accordance with Clause 5.4 (Mandatory Enforcement), appoint a Receiver in accordance with this Deed (who shall, to the extent permitted by law, be an administrative receiver) and the Security Trustee shall instruct the Receiver to attend at the hearing of the petition and take such steps as are necessary to prevent the appointment of an administrator. The Funding Secured Creditors shall co-operate and do all acts and enter into such further documents, deeds or agreements as the Security Trustee may deem necessary or desirable to ensure that an administrator is not appointed and that an administrative receiver is appointed.

8.8 Acknowledgement of Funding Secured Creditors

Without prejudice to the generality of Clause 31.8 (Funding Secured Creditors), each of the Funding Secured Creditors hereby acknowledges and concurs with the provisions of Clause 5.4 (Mandatory Enforcement) and Clause 25.8 (Modification to Transaction Documents) and each of them agrees that it shall have no claim against the Security Trustee as a result of the application thereof.

8.9 Enforcement

If the Security Trustee enforces the security created under this Deed at a time when either no amounts or not all amounts owing in respect of the Funding Secured Obligations have become due and payable, the Security Trustee (or a Receiver) may, for so long as no such amounts or not all such amounts have become due and payable, pay any monies referred to in Clause 8.4 (Priorities of Payment — After Service of an Intercompany Loan Enforcement Notice), as the case may be, into, and retain such monies in, an interest-bearing account (a **retention account**) to be held by it as security and applied by it in accordance with Clause 8.4 (Priorities of Payment — After Service of an Intercompany Loan Enforcement Notice) as and when any of the amounts referred to therein become due and payable.

8.10 Collateral provided to Funding by the Funding Swap Provider pursuant to the Funding Swap Agreement

- (a) After the service of an Intercompany Loan Enforcement Notice, the aggregate value of all collateral transferred to Funding under any mark-to-market collateral agreement entered into in connection with the Funding Swap Agreement by the Funding Swap Provider (or any proceeds thereof) will, subject to the deduction of the net amount (if any) due from the Funding Swap Provider to Funding

under the Funding Swap Agreement or any other amount due to Funding under the Funding Swap Agreement as a result of the termination of the Funding Swap Agreement, be paid to the Funding Swap Provider in accordance with the terms of the Funding Swap Agreement and, for the avoidance of doubt, will not be available to the other secured creditors of Funding.

- (b) After the service of an Intercompany Loan Enforcement Notice, the aggregate value of all amounts standing to the credit of an account established by Funding to deposit any collateral received by Funding under the Funding Swap Agreement, after payment of surplus amounts, if any, due to the Funding Swap Provider as a result of the application of Clause 8.10(a) above, may be applied:
 - (i) by Funding in or towards any premium payable as a result of entering into a replacement swap agreement; or
 - (ii) by the Cash Manager as Funding Revenue Receipts in accordance with the relevant Funding Priority of Payments.

9. EXERCISE OF CERTAIN RIGHTS

9.1 No Enforcement by Funding against relevant Issuers

Funding undertakes to each of the Funding Secured Creditors (including the Security Trustee in its capacity as such under this Fifth Amended and Restated Funding Deed of Charge) that unless and until all amounts payable pursuant to the Funding Secured Obligations have been satisfied in full, it shall not:

- (a) take any steps or pursue any action whatsoever for the purpose of recovering any debts due or owing to it by any of the relevant Issuers; or
- (b) petition or procure the petitioning for the winding-up or administration of any of the relevant Issuers or the appointment of an administrative receiver in respect of any of the relevant Issuers.

9.2 No Enforcement by Funding Secured Creditors

Each of the Funding Secured Creditors (other than the Security Trustee and any Receiver) hereby agrees with Funding and the Security Trustee that:

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

unless an Intercompany Loan Enforcement Notice shall have been served or the Security Trustee, having become bound to serve an Intercompany Loan Enforcement Notice, and/or having become bound to take any steps or proceedings to enforce the said security pursuant to this Deed, fails to do so within 30 days of becoming so bound and that failure is continuing (in which case each of such Funding Secured Creditors shall be entitled to take any such steps and proceedings as it shall deem necessary other than the presentation of a petition for the winding up of, or for an administration order in respect of, Funding).

9.3 Limited Recourse

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

- (a) it has determined in its sole opinion that there is no reasonable likelihood of there being any further realisations in respect of the Funding Charged Property (whether arising from enforcement of the Funding Security or otherwise) which would be available to pay amounts outstanding under the Funding Transaction Documents; and
- (b) all amounts available to be applied to pay amounts owing under the Funding Transaction Documents have been so applied in accordance with the provisions of this Deed,

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

The provisions of this Clause 9.3 shall survive the termination of this Deed.

9.4 Knowledge of Security Trustee of Intercompany Loan Event of Default

The Security Trustee will not be deemed to have knowledge of the occurrence of an Intercompany Loan Event of Default unless the Security Trustee has received notice from a Funding Secured Creditor stating that an Intercompany Loan Event of Default has occurred and describing that Intercompany Loan Event of Default.

9.5 Disposal of Funding Charged Property

Notwithstanding Clause 12 (Security Trustee's Powers), if the Funding Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Term AAA Advances (or, once the Term AAA Advances have been repaid in full, the Term Advances with the next highest Term Advance Rating or, once those Term Advances have been repaid in full, the Term Advances with the next highest Term Advance Rating (and so on down to the Term Advances with the lowest Term Advance Rating)), the Security Trustee will not be entitled to dispose of any of the Funding Charged Property unless either a sufficient amount would be realised to allow discharge in full of all amounts owing in respect of the Term AAA Advances, and once all of the Term AAA Advances have been repaid, the Term Advances with the next highest Term Advance Rating and, once all those Term Advances have been repaid, the Term Advances with the next highest Term Advance Rating (and so on down to the Term Advances with the lowest Term Advance Rating), or the Security Trustee is of the opinion, which shall be binding on the Funding Secured Creditors, reached after considering at any time and from time to time the advice of any financial or such other professional advisers selected by the Security Trustee for the purpose of giving such advice, that the cash flow prospectively receivable by Funding will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of Funding, to discharge in full in due course all amounts owing in respect of the Term AAA Advances (or, once the Term AAA Advances have been repaid in full, the Term Advances with the next highest Term Advance Rating or, once those Term Advances have been repaid in full, the Term Advances with the next highest Term Advance Rating (and so on down to the Term Advances with the lowest Term Advance Rating)). The fees and expenses of the aforementioned financial adviser or such other professional adviser selected by the Security Trustee shall be paid by Funding.

10. GENERAL COVENANTS AND WARRANTIES

10.1 Funding Accounts

Funding hereby undertakes that, for so long as any Funding Secured Obligations remain outstanding, it shall not (without the consent of the Security Trustee):

- (a) open or maintain any bank account or deposit account with any bank or any other financial institution other than the Funding Bank Accounts; or
- (b) close the Funding Bank Accounts,

other than in accordance with the Bank Account Agreement and this Deed.

10.2 Consents

Funding hereby represents and warrants to the Security Trustee (for itself and on trust for the other Funding Secured Creditors) that, save for registration of certain of the Transaction Documents with the Registrar of Companies in accordance with the provisions of Chapter I of Part XXV of the Companies Act 2006, no authorisation, approval, consent, licence, exemption, registration, recording, filing or notarisation and no payment of any duty or tax and no other action whatsoever is necessary to ensure the validity, legality or enforceability of the liabilities and obligations of Funding or the rights of the Funding Secured Creditors and the Security Trustee in respect of Funding under this Deed.

10.3 Registrar of Companies

Funding undertakes to the Funding Secured Creditors to file or procure the filing with the Registrar of Companies pursuant to Chapter I of Part XXV of the Companies Act 2006 of duly completed Forms MG01 together with an executed original of this Deed within 21 days after the date of this Deed.

10.4 Disposals

Save as provided for in the Transaction Documents, Funding undertakes not to dispose of, by one or more transactions or series of transactions (whether related or not and whether involuntary or voluntary), the whole or any part of the Funding Charged Property.

10.5 United States Activities

Funding represents and covenants that it will not engage in any activities in the United States (directly or through agents), will not derive any income from United States sources as determined under United States income tax principles and will not hold any property if doing so would cause it to be engaged or deemed to be engaged in a trade or business within the United States as determined under United States tax principles.

10.6 Additional positive covenants

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

- (a) to cause to be prepared and certified by its auditors in respect of each Financial Year accounts in such form as will comply with relevant legal and accounting requirements for the time being;

- (b) at all times to keep or procure the keeping of proper books of account and records and allow the Security Trustee and any person or persons appointed by the Security Trustee to whom Funding shall have no reasonable objection free access to such books of account and records at all times during normal business hours upon reasonable notice in writing provided that such inspection shall only be for the purposes of carrying out its duties under this Deed and any information so obtained shall only be used and passed on to any other person for the purpose of the Security Trustee carrying out its duties under this Deed;
- (c) to give notice in writing to the Security Trustee of the occurrence of any Intercompany Loan Event of Default, Potential Intercompany Loan Event of Default and/or service of an Intercompany Loan Enforcement Notice (which has not been served by the Security Trustee) (such notice to be effective by the delivery of a copy of the Intercompany Loan Enforcement Notice to Security Trustee) immediately upon becoming aware thereof and without waiting for the Security Trustee to take any further action;
- (d) give to the Security Trustee (i) within seven days after demand by the Security Trustee therefor and (ii) (without the necessity for any such demand) promptly after the publication of its audited accounts in respect of each Financial Year and in any event not later than the date required by statute to file or publish (whichever is earlier) such audited accounts after the end of each such Financial Year a certificate signed by two directors of Funding to the effect that as at a date not more than seven days before delivering such certificate (the **certification date**) there did not exist and had not existed since the certification date of the previous certificate (or in the case of the first such certificate the Initial Closing Date) any Intercompany Loan Event of Default or any Potential Intercompany Loan Event of Default (or if such then exists or existed specifying the same) and that during the period from and including the certification date of the last such certificate (or in the case of the first such certificate the Initial Closing Date) to and including the certification date of such certificate Funding has complied, to the best of their knowledge and belief, with all its obligations contained in this Deed and each of the other Funding Agreements or (if such is not the case) specifying the respects in which it has not so complied;
- (e) at all times to execute all such further documents and do all such further acts and things as may in the reasonable opinion of the Security Trustee be necessary at any time or times to give effect to the terms and conditions of this Deed and the other Funding Agreements;
- (f) at all times to comply with the obligations and provisions binding upon it under and pursuant to this Deed and the other Funding Agreements; and
- (g) duly and promptly to pay and discharge all Taxes imposed upon it or its assets unless such Taxes are, in the opinion of the Security Trustee, being contested in good faith by Funding.

10.7 Taxation

- (a) Funding has elected into the permanent regime for securitisation companies pursuant to The Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296) (the **Regulations**) within the requisite time limits therefor and in the form required by the Regulations;
- (b) the securing of a tax advantage (as defined in section 1139 of the Corporation Tax Act 2010) for any other person has not been and is not the main purpose or one of the main purposes of Funding in entering into the Transaction Documents to which it is a party;
- (c) in respect of each accounting period of Funding, the only amounts retained by Funding have been and will be amounts reasonably required to provide for losses or expenses arising from its business

or to maintain or enhance its creditworthiness, and its profit (as provided for in paragraph (w) of Part 1 of Schedule 3 (Funding Priority of Payments) to this Deed); and

- (d) Funding's assets have been and will consist only of "financial assets" as defined in the Regulations.

10.8 Centre of main interests and establishment

- (a) Funding represents to the Security Trustee that its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations is in England and it does not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.
- (b) Funding undertakes to conduct its business and affairs such that, at all relevant times, its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations will be and remain in England and it will not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.

11. SECURITY TRUSTEE AND EVENTS OF DEFAULT

11.1 Security Trustee Rights and Obligations

For the period commencing upon the service of an Intercompany Loan Enforcement Notice and terminating upon the notification to the Funding Secured Creditors by the Security Trustee that all Funding Secured Obligations have been satisfied in full:

- (a) all payments under or arising from this Deed shall be made to the Security Trustee or to its order (except as otherwise provided for in this Deed);
- (b) save as otherwise expressly provided in this Deed, all rights or remedies provided for by this Deed or available at law or in equity to the Funding Secured Creditors are exercisable by the Security Trustee;
- (c) save as otherwise expressly provided in this Deed, all rights to compel performance of the Transaction Documents are exercisable by the Security Trustee; and
- (d) all payments in respect of the Funding Secured Obligations shall operate in satisfaction *pro tanto* of Funding's covenants to the Funding Secured Creditors.

11.2 Funding Secured Creditor Obligations

For the avoidance of doubt, this Clause 11 (Security Trustee and Events of Default) shall not impose any obligation on the Security Trustee to perform any of the obligations of the Funding Secured Creditors under this Deed. The Funding Secured Creditors shall remain liable to perform such obligations.

12. SECURITY TRUSTEE'S POWERS

12.1 Enforceable

Without prejudice to the provisions of Clauses 8.6 (Law of Property Act 1925) and 13.1 (Appointment), (a) the security created under this Deed shall become immediately enforceable and (b) the power of sale and other powers conferred by Section 101 of the 1925 Act, as varied or amended by this Deed, shall, in accordance with Clause 11.1 (Security Trustee Rights and Obligations), be exercisable by the Security Trustee, in each case at any time following service of an

Intercompany Loan Enforcement Notice or, if there are no Term Advances outstanding, following a default in payment of any other Funding Secured Obligations on its due date.

12.2 Amounts Due

All amounts owing under the Funding Secured Obligations shall become due for the purposes of Section 101 of the 1925 Act and the statutory power of sale and of appointing a Receiver which are conferred on the Security Trustee under the 1925 Act (as varied or extended by this Deed) and all other powers shall be deemed to arise immediately after execution of this Deed but shall only become enforceable in accordance with Clause 12.1 (Enforceable) above. For the avoidance of doubt, the Security Trustee shall not be required to have regard to the interests of Funding in the exercise of its rights, powers, authorities, discretions and remedies under this Deed.

12.3 Power of Sale

Section 103 of the 1925 Act shall not apply in relation to any of the charges contained in this Deed and the statutory power of sale (as extended by this Deed) and all other powers shall be exercisable at any time after service of an Intercompany Loan Enforcement Notice.

12.4 Law of Property Act 1925

The provisions of the 1925 Act relating to the power of sale and the other powers conferred by Section 101(1) and (2) are hereby extended in relation to Funding (as if such extensions were contained therein) to authorise the Security Trustee at its absolute discretion at any time following service of an Intercompany Loan Enforcement Notice:

- (a) to make demand in the name of the Funding Secured Creditors or in its own right for any monies and liabilities in respect of the Funding Charged Property;
- (b) to sell the Funding Charged Property (subject to, in respect of the Funding Share of the Trust Property, Clause 15 of the Mortgages Trust Deed), and to do so for any shares, debentures or other securities whatsoever, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by an Encumbrance or a guarantee, or for such other consideration whatsoever as the Security Trustee may think fit, and also to grant any option to purchase, and to effect exchanges of, any of the Funding Charged Property (and nothing shall preclude any such disposal being made to a Funding Secured Creditor);
- (c) with a view to or in connection with the sale of the Funding Charged Property, to carry out any transaction, scheme or arrangement which the Security Trustee may, in its absolute discretion, consider appropriate;
- (d) to insure the Funding Charged Property against such risks and for such amounts as the Security Trustee may consider prudent; and
- (e) to do all or any of the things or exercise all or any of the powers which are mentioned or referred to in Clause 13.6 (Powers of the Receiver of Funding) as if each of them was expressly conferred on the Security Trustee by this Deed and which may not be included in paragraphs (a) to (d) above.

12.5 Delegation to Receiver

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

12.6 Additional Powers

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

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

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

12.7 Authorised Investments

Any monies which under the trusts of this Deed ought to or may be invested by the Security Trustee after the service of an Intercompany Loan Enforcement Notice may be invested in the name or under the control of the Security Trustee in any Authorised Investments and the Security Trustee may at any time vary or transfer any of such Authorised Investments for or into other such Authorised Investments as the Security Trustee at its absolute discretion may determine, and shall not be responsible (save where any loss results from the Security Trustee's fraud, wilful default or negligence or that of its officers or employees) for any loss occasioned by reason of any such investments whether by depreciation in value or otherwise, provided that such Authorised Investments were made in accordance with the foregoing provisions.

12.8 Scottish Trust Property

Without prejudice to the foregoing provisions of this Clause 12 (Security Trustee's Powers) and Clause 15 of the Mortgages Trust Deed, Funding and the Mortgages Trustee hereby covenant and agree with and undertake to the Security Trustee that if at any time after the security constituted by or pursuant to this Deed shall have become enforceable the Security Trustee or any Receiver shall so require, they will join together in directing the Seller to sell or dispose of all or any part of the Scottish Trust Property on terms previously approved by the Security Trustee and/or in causing the trusts constituted by any Scottish Trust Deed to be wound up or performed and they will take all such actions and execute all such documents as may be necessary to effect such sale or disposal or winding-up or performance and the distribution or transfer of the Scottish Trust Property or any part thereof in accordance with the terms of each Scottish Trust Deed, the Mortgages Trust Deed and this

Deed. The Seller and the Mortgages Trustee hereby acknowledge and consent to the foregoing as trustee and beneficiary respectively in terms of each Scottish Trust Deed.

13. RECEIVER

13.1 Appointment

- (a) Subject to paragraph (b) below, on the service of an Intercompany Loan Enforcement Notice on Funding the Security Trustee may appoint, by writing or by deed, such person or persons (including an officer or officers of the Security Trustee) as the Security Trustee thinks fit to be a Receiver of the Funding Charged Property or any part thereof and, in the case of an appointment of more than one person, to act together or independently of the other or others. In the event that there is the presentation of a petition to the court for an administration order and such presentation is notified to the Funding Secured Creditors, the Funding Secured Creditors shall forthwith notify the Security Trustee.
- (b) Notwithstanding any provision of this deed, the Security Trustee may not appoint an administrative receiver, receiver, manager or receiver and manager pursuant to paragraph (a) above solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 1986 except with leave of the court.

13.2 Removal and Replacement

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

13.3 Extension of Appointment

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

13.4 Agent of Funding

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

13.5 Remuneration

The remuneration of the Receiver shall be fixed by the Security Trustee and may be or include a commission calculated by reference to the gross amount of all monies received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by Funding or any other person or the performance or discharge of any obligation imposed upon it by statute or otherwise) but subject to Clause 8.4 (Priorities of Payment — After Service of an Intercompany Loan Enforcement Notice) and Schedule 3 such remuneration shall be payable hereunder by Funding alone, and the amount of such remuneration shall be paid in accordance with

the terms and conditions of the manner agreed from time to time between the Receiver, the Security Trustee and the Funding Secured Creditors.

13.6 Powers of the Receiver of Funding

The Receiver of Funding, in addition to any powers conferred on an administrative receiver, receiver, manager or receiver and manager by statute or common law, shall have the following powers:

- (a) to take possession of, get in and collect the Funding Charged Property (or such part thereof in respect of which it may be appointed) or any part thereof including income whether accrued before or after the date of its appointment;
- (b) to carry on, manage, concur in or authorise the management of, or appoint a manager of, the whole or any part of the business of Funding;
- (c) to sell, exchange, license, surrender, release, disclaim, abandon, return or otherwise dispose of or in any way whatsoever deal with the Funding Charged Property (subject, in the case of the Funding Share of the Trust Property, to Clause 16 of the Mortgages Trust Deed) or any interest in that Funding Charged Property or any part thereof for such consideration (if any) and upon such terms (including by deferred payment or payment by instalments) as it may think fit and to concur in any such transaction;
- (d) to sell or concur in selling the whole or any part of Funding's business whether as a going concern or otherwise;
- (e) to sell on condition and to grant rights and options over the whole or any part of the Funding Charged Property and (with or without consideration) to rescind, surrender or disclaim or accept or agree to accept surrenders or disclaimers of agreements relating to or affecting any of the Funding Charged Property in such circumstances, to such persons (including, without limitation, to the Security Trustee), for such purposes and upon such terms whatsoever as it may think fit and also to vary the terms of any contract affecting any of the Funding Charged Property;
- (f) in connection with the exercise or the proposed exercise of any of its powers or in order to obtain payment of its remuneration (whether or not it is already payable), to borrow or raise monies from any person, including the Security Trustee, without security or on the security of any of the Funding Charged Property and generally in such manner and on such terms as it may determine;
- (g) to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims, disputes and proceedings concerning the Funding Charged Property or any part thereof;
- (h) to transfer all or any of the Funding Charged Property and/or any of the liabilities to any other company or body corporate, whether or not formed or acquired for the purpose and to form a subsidiary or subsidiaries of Funding;
- (i) to insure, protect, maintain, repair, alter, improve, replace, exploit, add to and develop or concur in so doing the Funding Charged Property or any part thereof in any manner and for any purpose whatsoever;
- (j) to redeem, discharge or compromise any Encumbrance from time to time having priority to or ranking *pari passu* with this Deed;

- (k) to appoint, dismiss, engage or vary the terms of employment of any employees, managers, agents or advisers of Funding upon such terms as to remuneration and otherwise and for such periods as it may determine;
- (l) in connection with the exercise of any of its powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of Funding or otherwise, as it may determine, all documents, receipts, registrations, acts or things which it may consider appropriate;
- (m) to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Funding Charged Property or incidental to the ownership of or rights in or to any of the Funding Charged Property and to complete or effect any transaction entered into by Funding and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of Funding relating to or affecting the Funding Charged Property;
- (n) to exercise all powers as are described in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an **administrative receiver** as defined in that Act;
- (o) generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Funding Charged Property which it may consider expedient as effectually as if it were solely and absolutely entitled to the Funding Charged Property;
- (p) to delegate its powers by way of power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed on the terms (including the power to sub-delegate) and subject to any regulations which such Receiver may think fit and such Receiver shall not be liable or responsible in any way to the relevant Issuers or the Security Trustee for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate;
- (q) to call up or require the directors of Funding to call up all or any portion of the uncalled capital for the time being of Funding and to enforce payment of any call by action (in the name of Funding or the Receiver as may be thought fit);
- (r) in addition:
 - (i) to do all other acts and things which it may consider desirable or necessary for realising any Funding Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
 - (ii) to exercise in relation to any Funding Charged Property all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of the same,
- (s) and may use the name of Funding for any of the above purposes; and
- (t) to pay and discharge out of the profits and income of the Funding Charged Property the expenses incurred in the exercise of any of the powers conferred by this Clause 13.6 (Powers of the Receiver of Funding) or otherwise in respect of such Funding Charged Property and all outgoings which it shall think fit to pay and to apply the residue of the said profits, income or monies in the manner provided by Clause 8.4 (Priorities of Payment — After Service of an Intercompany Loan Enforcement Notice) and Schedule 3, as the case may be.

The Security Trustee may pay over to the Receiver any monies constituting part of the Funding Charged Property to the intent that the same may be applied for the purposes referred to in Clause 8.4 (Priorities of Payment — After Service of an Intercompany Loan Enforcement Notice) and Schedule 3 by such Receiver and the Security Trustee may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of its duties as such Receiver.

14. PROTECTION OF THIRD PARTIES

14.1 Enquiry

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

14.2 Receipts

The receipt of the Security Trustee or the Receiver shall be an absolute and a conclusive discharge to a purchaser or such other person and shall relieve it of any obligation to see to the application of any monies paid to or by the direction of the Security Trustee or the Receiver.

15. PROTECTION OF SECURITY TRUSTEE AND RECEIVER

15.1 Liability

Neither the Security Trustee nor the Receiver of Funding shall be liable to Funding, in the absence of wilful default or negligence on their part or that of their employees or officers or breach by the Security Trustee of its obligations under this Deed, in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or failure to exercise any of their respective powers.

15.2 Possession

Without prejudice to the generality of Clause 15.3 (Mortgagee in possession), entry into possession of the Funding Charged Property shall not render the Security Trustee or the Receiver of that company liable to account as mortgagee or creditor in possession. If and whenever the Security Trustee or the Receiver enters into possession of the Funding Charged Property, it shall be entitled at any time to go out of such possession.

15.3 Mortgagee in possession

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

consent before taking any action which would be likely to lead to the Funding Secured Creditors or the Security Trustee becoming a mortgagee or creditor in possession in respect of any property referred to in this Deed.

16. EXPENSES AND INDEMNITY

16.1 Expenses

Funding covenants with the Security Trustee to reimburse or pay to the Security Trustee and any Receiver of Funding (on the basis of a full indemnity) the amount of all costs (including legal costs), charges and expenses (including insurance premiums) properly incurred or sustained by the Security Trustee or the Receiver (including, for the avoidance of doubt, any such costs, charges and expenses arising from any act or omission of, or proceedings involving, any third person) in connection with:

- (a) the exercise or the attempted exercise, or the consideration of the exercise by or on behalf of the Security Trustee or the Receiver of any of the powers of the Security Trustee or the Receiver, and the enforcement, preservation or attempted preservation of this Deed (or any of the charges contained in or granted pursuant to it) or any of the Funding Charged Property or any other action taken by or on behalf of the Security Trustee or the Receiver with a view to or in connection with the recovery by the Security Trustee or the Receiver of the Funding Secured Obligations; or
- (b) the carrying out of any other act or matter which the Security Trustee or the Receiver may reasonably consider to be necessary for the preservation or benefit of the Funding Charged Property and which Funding is required to do pursuant to any of the Transaction Documents to which it is a party but which it has not done.

16.2 Indemnity

Funding agrees to indemnify the Security Trustee and the Receiver of Funding, on an after Tax basis, from and against all losses, actions, claims, costs (including legal costs), expenses (including insurance premiums), demands and liabilities whether in contract, tort, delict or otherwise now or hereafter properly sustained or incurred by the Security Trustee or the Receiver or by any person for whose liability, act or omission the Security Trustee or the Receiver may be answerable, in connection with anything done or omitted to be done under or pursuant to this Deed (including without limitation in accordance with Clause 8.7 (Petition for Administration) or any other Transaction Document to which such entity is a party, or in the exercise or purported exercise of the powers herein contained, or occasioned by any breach by Funding of any of its covenants or other obligations to the Security Trustee, or in consequence of any payment in respect of the Funding Secured Obligations (whether made by Funding, a relevant Issuer or a third person) being declared void or impeached for any reason whatsoever, save where the same arises as the result of the fraud, negligence, wilful misconduct or wilful default or breach of the terms of this Deed by the Security Trustee or the Receiver or their respective officers or employees.

16.3 Taxes

All sums payable by Funding under this Deed are deemed to be exclusive of any amount in respect of VAT. If, pursuant to any provision of this Deed, the Security Trustee or the Receiver of Funding makes any taxable or deemed taxable supply to Funding, then Funding shall pay to the Security Trustee or the Receiver of Funding (as the case may be) (in addition to the consideration for the supply) an amount equal to the VAT charged in respect of such taxable or deemed taxable supply against production of a valid VAT invoice.

If the Security Trustee or the Receiver of Funding shall make any payment for a taxable or deemed taxable supply to it pursuant to or in connection with this Deed and any such payment shall bear VAT which is Irrecoverable VAT, Funding shall indemnify the Security Trustee or the Receiver of Funding (as the case may be) on demand for an amount equal to such Irrecoverable VAT so far as it has not been taken into account in computing the amount of any payment made by Funding to the Security Trustee or the Receiver of Funding under any other indemnity contained in this Deed.

16.4 Interest

All sums payable by Funding under Clause 16.1 (Expenses), Clause 16.2 (Indemnity), Clause 16.3 (Taxes) or Clause 26 (Remuneration of the Security Trustee) shall be payable on demand and:

- (a) in the case of payments actually made by the Security Trustee prior to the demand, shall carry interest at the rate per annum, which is 1% per annum higher than the mean base rate from time to time of the Reference Banks from the date of the same being demanded to the date of actual payment (provided that such demand shall be made on a Business Day, otherwise interest shall be payable from the second Business Day following the date of the demand to the date of actual payment); and
- (b) in all other cases, shall carry interest at such rate from the date 14 days after the date of the same being demanded or (where the demand specifies that payment by the Security Trustee will be made on an earlier date provided such earlier date is a Business Day) from such earlier date (not being earlier than the date of such demand) to the date of actual payment.

Any amounts payable pursuant to Clauses 26.1 (Remuneration) and 26.2 (Increased Remuneration) shall carry interest at the aforesaid rate from the due date thereof to the date of actual payment.

17. PROTECTION OF CHARGES

Funding further covenants with and undertakes to the Security Trustee from time to time (notwithstanding that the Security Trustee may not have served an Intercompany Loan Enforcement Notice) upon demand to execute, at Funding's cost, any document or do any act or thing (other than any amendment hereto) which the Security Trustee or the Receiver may specify acting reasonably:

- (a) with a view to registering or perfecting any charge or security created or intended to be created by or pursuant to this Deed (including the perfecting of the conversion of any floating charge to a fixed charge subject to Clauses 18.1 (Notice) or 18.2 (Automatic Crystallisation)) subject to first having obtained all necessary consents; or
- (b) with a view to facilitating the exercise or the proposed exercise of any of their powers or duties or the realisation of any of the Funding Charged Property; or
- (c) with a view to protecting the Encumbrances created by or pursuant to this Deed.

18. CRYSTALLISATION

18.1 Notice

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

- (a) a Funding Potential Intercompany Loan Event of Default has occurred; or

- (b) it believes that the Funding Charged Property or any part thereof is in danger of being seized or sold under any form of distress, execution or diligence levied or is otherwise in jeopardy or;
- (c) if any circumstance shall occur which in the reasonable opinion of the Security Trustee prejudices, imperils, threatens or is likely to do any of the foregoing in respect of the security created by this Deed,

by notice in writing to Funding declare that the floating charges hereby created shall be converted into first specific fixed charges over the undertaking, property and assets as the Security Trustee considers to be in jeopardy and as the Security Trustee may specify in the notice.

18.2 Automatic Crystallisation

Subject as set out below, in addition and without prejudice to any other event resulting in a crystallisation of the floating charge contained herein, such floating charge shall (so far as permitted by applicable law) automatically be converted into fixed charges over:

- (a) all property, assets or undertaking of Funding, subject to the floating charge, if and when:
 - (i) any of the events referred to in Clause 15.5 (Insolvency) or Clause 15.6 (Creditors Process) of the Intercompany Loan Terms and Conditions or any of the events referred to in Clause 15.5 (Insolvency) or Clause 15.6 (Creditors Process) of the Master Intercompany Loan Agreement occurs; or
 - (ii) an Intercompany Loan Event of Default occurs; and
- (b) any property, assets or undertaking of Funding, which become subject to an Encumbrance in favour of any person other than the Security Trustee or which is/are the subject of a sale, transfer or other disposition, in either case, contrary to the covenants and undertakings contained in the Transaction Documents, immediately prior to such Encumbrance arising or such sale, transfer or other disposition being made.

The floating charge created by Clause 3 of this Deed may not be converted into fixed charges solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 1986 except with leave of the court.

18.3 Failure of Petition for Administration or Winding-up

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

19. POWER OF ATTORNEY, ETC.

19.1 Execution of Power of Attorney

Immediately upon execution of this Deed, Funding shall execute and deliver to the Security Trustee the Power of Attorney in or substantially in the form set out in Schedule 1. For the avoidance of doubt, the Security Trustee confirms that it may only exercise the powers conferred under the Power of Attorney in the circumstances set out in paragraph 1 of the Power of Attorney.

19.2 Funding Charged Property on Trust

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

20. OTHER SECURITY, ETC.

20.1 No Merger

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

20.2 Consolidation

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

20.3 Ruling Off

If the Security Trustee receives notice of any Encumbrance affecting the Funding Charged Property in contravention of the provisions hereof:

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

20.4 Change of Name, etc.

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

21. AVOIDANCE OF PAYMENTS

21.1 No Release

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

21.2 Retention of Charges

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

22. SET-OFF

The Security Trustee may at any time following the service of an Intercompany Loan Enforcement Notice without notice and notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any existing accounts of Funding whether in its own name or jointly with others and held by it or any Funding Secured Creditor and may set-off or transfer all or any part of any credit balance or any sum standing to the credit of any such account (whether or not the same is due to Funding from the Security Trustee or relevant Funding Secured Creditor and whether or not the credit balance and the account in debit or the Funding Secured Obligations are expressed in the same currency in which case the Security Trustee is hereby authorised to effect any necessary conversions at its prevailing rates of exchange) in or towards satisfaction of any of the Funding Secured Obligations and may in its absolute discretion estimate the amount of any liability of Funding which is contingent or unascertained and thereafter set-off such estimated amount and no

amount shall be payable by the Security Trustee to Funding unless and until all Funding Secured Obligations have been ascertained and fully repaid or discharged.

23. EXECUTION OF DOCUMENTS

Any document required to be executed as a deed by the Security Trustee under or in connection with this Deed shall be validly executed if executed as a deed by a duly authorised attorney of the Security Trustee.

24. PROVISIONS SUPPLEMENTAL TO THE TRUSTEE ACT 1925

24.1 Powers of Security Trustee

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

The Security Trustee shall have all the powers conferred upon trustees by the Trustee Acts and by way of supplement thereto it is expressly declared as follows:

- (a) the Security Trustee may in relation to this Deed or any of the other Transaction Documents act on the opinion or advice of, or a certificate or any information obtained from, any lawyer, banker, valuer, surveyor, securities company, broker, auctioneer, accountant or other expert in the United Kingdom or elsewhere, whether obtained by the Security Trustee or any Receiver, and shall not be responsible for any loss occasioned by so acting;
- (b) any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, telex, facsimile reproduction or in any other form and the Security Trustee shall not be liable for acting in good faith on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic provided that such error or lack of authenticity is not manifest;
- (c) the Security Trustee shall (save as expressly otherwise provided in this Deed or any of the other Transaction Documents) as regards all rights, powers, authorities and discretions vested in it by this Deed or any of the other Transaction Documents, or by operation of law, have absolute and uncontrolled discretion as to the exercise or non exercise thereof;
- (d) the Security Trustee shall be at liberty to place this Deed and all deeds and other documents relating to this Deed with any bank or banking company, or lawyer or firm of lawyers believed by it to be of good repute, in any part of the world, and the Security Trustee shall not be responsible for or be required to insure against any loss incurred in connection with any such deposit and Funding shall pay all sums required to be paid on account of or in respect of any such deposit;
- (e) the Security Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay an agent to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Security Trustee (including the receipt and payment of monies). The Security Trustee shall not be responsible for any misconduct on the part of any person appointed by it in good faith hereunder or be bound to supervise the proceedings or acts of any such persons;

- (f) where it is necessary or desirable for any purpose in connection with this Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Deed or required by law) be converted at such rate or rates in accordance with such method and as at such date for the determination of such rate of exchange, as may be specified by the Security Trustee in its absolute discretion but having regard to current rates of exchange if available and the Security Trustee shall not be liable for any loss occasioned by the said conversion under this paragraph (f);
- (g) subject to Clause 25.6 (Consent of Security Trustee), any consent given by the Security Trustee for the purposes of this Deed or any of the other Transaction Documents may be given on such terms and subject to such conditions (if any) as the Security Trustee thinks fit and, notwithstanding anything to the contrary contained in this Deed or any of the other Transaction Documents, may be given retrospectively;
- (h) the Security Trustee shall be entitled to rely upon a certificate, reasonably believed by it to be genuine, of Funding or any other person in respect of every matter and circumstance for which a certificate is expressly provided for under this Deed or the other Transaction Documents and to call for and rely upon a certificate of Funding or any other person reasonably believed by it to be genuine as to any other fact or matter *prima facie* within the knowledge of Funding or such person as sufficient evidence thereof and the Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss, liability, costs, damages, expenses or inconvenience that may be caused by it failing to do so;
- (i) the Security Trustee shall be entitled to rely upon any document, reasonably believed by it to be genuine, provided to it by Funding, the Mortgages Trustee or the Cash Manager in respect of every matter and circumstance *prima facie* within the knowledge of Funding, the Mortgages Trustee or the Cash Manager and the Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss, liability, costs, damages, expenses or inconvenience that may be caused by it failing to do so;
- (j) the Security Trustee shall not be liable for any error of judgment made in good faith by any officer or employee of the Security Trustee assigned by the Security Trustee to administer its corporate trust matters unless it shall be proved that the Security Trustee was negligent in ascertaining the pertinent facts;
- (k) no provision of this Deed or any other Transaction Document shall require the Security Trustee to do anything which may be illegal or contrary to applicable law or regulation or expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers or otherwise in connection with this Deed or any other Transaction Document (including, without limitation, forming any opinion or employing any legal, financial or other adviser), if it shall believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it;
- (l) the Security Trustee shall not be responsible or liable for any non-compliance by the Cash Manager and/or the Servicer and/or any other party with the provisions of Rule 17g-5(a)(3) of the Exchange Act and shall be under no duty nor accepts any responsibility for any failure by such parties to comply with their obligations thereunder. To the extent permitted by law, the Security Trustee shall not be responsible for providing, storing or allowing access to any information to any person in respect of the requirements of Rule 17g-5(a)(3) of the Exchange Act; and

- (m) the Security Trustee shall not (unless and to the extent ordered to do so by a court of competent jurisdiction) be required to disclose to any Funding Secured Creditor any information made available to the Security Trustee by Funding in connection with the trusts of this Deed or the Transaction Documents and no Funding Secured Creditor shall be entitled to take any action to obtain from the Security Trustee any such information.

24.2 Representations and Warranties, etc.

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

24.3 Perfection

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

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

24.4 Enforceability, etc.

The Security Trustee shall not be responsible for the genuineness, validity or effectiveness of any of the Transaction Documents or any other documents entered into in connection therewith or any other document or any obligations or rights created or purported to be created thereby or pursuant thereto or any security or the priority thereof constituted or purported to be constituted by or pursuant to this Deed or any of the other Transaction Documents, nor shall it be responsible or liable to any person because of any invalidity of any provision of such documents or the unenforceability thereof, whether arising from statute, law or decision of any court and (without prejudice to the generality of the foregoing) the Security Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:

- (a) the nature, status, creditworthiness or solvency of Funding;

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

24.5 No Supervision

The Security Trustee shall be under no obligation to monitor or supervise the functions of the Account Bank under the Bank Account Agreement or of any other person under or pursuant to any of the other Transaction Documents.

24.6 No Liability

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

24.7 Conclusive and Binding Determinations

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

24.8 Use of Proceeds

The Security Trustee shall not be responsible for the receipt or application by Funding of the proceeds of any Term Advance or any Start-up Loan.

24.9 No Indemnity

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

24.10 Deficiency or Additional Payment

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

25. SUPPLEMENTAL PROVISIONS REGARDING THE SECURITY TRUSTEE

25.1 Assumption of No Default

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

25.2 Delegation

The Security Trustee may, in the execution of all or any of the trusts, powers, authorities and discretions vested in it by this Deed or any of the other Transaction Documents, act by responsible officers or a responsible officer for the time being of the Security Trustee. The Security Trustee may also, whenever it thinks expedient in the interests of the Funding Secured Creditors, whether by power of attorney or otherwise, delegate to any person or persons all or any of the trusts, rights, powers, duties, authorities and discretions vested in it by this Deed or any of the other Transaction Documents. Any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub delegate) as the Security Trustee may think fit in the interests of

the Funding Secured Creditors or any of them, provided that the Security Trustee shall have exercised reasonable care in the selection of such delegate and, where a power to sub delegate has been given, shall oblige the delegate to exercise reasonable care in the selection of any sub delegate. The Security Trustee shall not be bound to supervise the proceedings of, or be responsible for any loss incurred by any misconduct or default on the part of, such delegate or sub delegate. The Security Trustee shall give prompt notice to Funding of the appointment of any delegate as aforesaid and shall procure that any delegate shall also give prompt notice of the appointment of any sub delegate to Funding.

25.3 Commercial Transactions

The Security Trustee shall not, and no director, officer or employee of any corporation being a Security Trustee hereof shall by reason of the fiduciary position of the Security Trustee be in any way precluded from making any commercial contracts or entering into any commercial transactions with Funding, an Issuer, Holdings or any subsidiary of Holdings, an Issuer or any other party to the Transaction Documents, whether directly or through any subsidiary or associated company, or from accepting the trusteeship of any other debenture stock, debentures or securities of Funding, any Issuer, Holdings or any subsidiary of Holdings, any Issuer or any other party to the Transaction Documents, and without prejudice to the generality of these provisions, it is expressly declared that such contracts and transactions include any contract or transaction in relation to the placing, underwriting, purchasing, subscribing for or dealing with or lending monies upon or making payments in respect of or any stock, shares, debenture stock, debentures or other securities of Funding, any Issuer, Holdings or any subsidiary of Holdings, any Issuer or any other party to the Transaction Documents or any contract of banking or insurance with Funding, any Issuer, Holdings or any subsidiary of Holdings, any Issuer or any other party to the Transaction Documents and neither the Security Trustee nor any such director, officer or employee shall be accountable to any Funding Secured Creditor or to Funding or any Issuer for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions, and the Security Trustee and any such director, officer or employee shall also be at liberty to retain the same without accounting therefor.

25.4 Additional Powers

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

25.5 Duties and Responsibilities of Security Trustee

The Security Trustee has no duties or responsibilities except those expressly set out in this Deed or in the Transaction Documents.

25.6 Consent of Security Trustee

If a request is made to the Security Trustee to give its consent to any event, matter or thing, then:

- (a) if any Transaction Document specifies that the Security Trustee is required to give its consent to that event, matter or thing if certain specified conditions are satisfied in relation to that event, matter or thing, then the Security Trustee shall give its consent to that event, matter or thing upon being satisfied acting reasonably that those specified conditions have been satisfied; and
- (b) in any other case, the Security Trustee may give its consent to that event, matter or thing if the event, matter or thing is not, in its opinion acting reasonably, materially prejudicial to the interests of the Funding Secured Creditors.

25.7 Interests of Funding Secured Creditors

Where the Security Trustee is required to have regard to the interests of any Funding Secured Creditor, the Security Trustee may consult with such Funding Secured Creditor and may rely on the opinion of such Funding Secured Creditor as to whether any act, matter or thing is or is not in the interests of, or materially prejudicial to the interests of, such Funding Secured Creditor.

25.8 Modification to Transaction Documents

The Security Trustee may from time to time and at any time without any consent or sanction of the Funding Secured Creditors concur with any person in making or sanctioning any modification:

- (a) to any of the Transaction Documents which in the opinion of the Security Trustee it may be expedient to make, provided that the Security Trustee is of the opinion acting reasonably that such modification will not be materially prejudicial to the interests of the Funding Secured Creditors or, if it is not of that opinion in relation to any Funding Secured Creditor, such Funding Secured Creditor has given its written consent to such modification;
- (b) to any of the Transaction Documents which in the Security Trustee's opinion is made to correct a manifest error or is of a formal, minor or technical nature or which directly arises from the addition or incorporation of a New Issuer; or
- (c) to any of the Transaction Documents provided the Rating Agencies confirm that as a result of such modification there will not be any adverse effect on the then current ratings by the Rating Agencies of the existing Rated Notes of any Issuer.

Any such modification shall be binding on the Funding Secured Creditors and, unless the Security Trustee otherwise agrees, notice thereof shall be given by Funding to the Funding Secured Creditors as soon as practicable thereafter. Each of the Funding Secured Creditors agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other instruments as may be required by law or requested by the other party at the other party's expense to establish, maintain and protect the rights and remedies of the other party and carry out and effect the intent and purpose of this Clause 25.8 (Modification to Transaction Documents).

25.9 Authorisation or Waiver of Breach

Subject to Clause 15.10 (Acceleration) of the Intercompany Loan Terms and Conditions and Clause 15.10 (Acceleration) of the Master Intercompany Loan Agreement, the Security Trustee may, without the consent of the Funding Secured Creditors, without prejudice to its right in respect of any further or other breach, from time to time and at any time, but only if and in so far as in its opinion the interests of the Funding Secured Creditors will not be materially prejudiced thereby or, if it is not of that opinion acting reasonably in relation to any Funding Secured Creditor, such Funding Secured Creditor has given its written consent thereto, authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to any of the Transaction Documents. Any such authorisation or waiver shall be binding on the Funding Secured Creditors and, unless the Security Trustee otherwise agrees, notice thereof shall be given by Funding to the Funding Secured Creditors as soon as practicable thereafter.

26. REMUNERATION OF THE SECURITY TRUSTEE

26.1 Remuneration

- (a) Funding shall (subject as hereinafter provided) pay to the Security Trustee annually a fee of such amount and payable on such dates as shall from time to time be agreed by Funding and the Security Trustee. All such remuneration shall be payable in accordance with the Funding Pre-Enforcement Revenue Priority of Payments or, as the case may be, the Funding Post Enforcement Priority of Payments. Such remuneration shall accrue from day to day and be payable up to and including the date when all of the Funding Secured Obligations have been paid or discharged and the Security Trustee has released, reassigned and/or discharged the Funding Charged Property as provided in Clause 4 (Release of Funding Charged Property).
- (b) Funding shall pay to the Security Trustee an amount equal to the amount of any VAT chargeable in respect of any receipt by Funding of a taxable supply of goods and services for which the Security Trustee's remuneration under this Deed is the consideration, subject to the Security Trustee's issuing to Funding a proper VAT invoice in respect thereof.

26.2 Increased Remuneration

In the event of a Intercompany Loan Event of Default or Potential Intercompany Loan Event of Default occurring or in the event of the Security Trustee finding it expedient or being required to undertake any duties outside the scope of the normal duties of the Security Trustee under this Deed, the rate of remuneration in force immediately prior thereto shall be increased by such amount as shall be agreed between Funding and the Security Trustee, such increased remuneration to be calculated from such date as shall be agreed as aforesaid. Such remuneration shall accrue from day to day and be payable up to and including the date when all the Funding Secured Obligations have been paid or discharged and the Security Trustee has released, reassigned and/or discharged the Funding Charged Property as provided in Clause 4 (Release of Funding Charged Property).

26.3 Disputes

In the event of the Security Trustee and Funding failing to agree upon the amount of any remuneration from time to time pursuant to Clause 26.1 (Remuneration) or to agree in a case to which Clause 26.2 (Increased Remuneration) above applies upon whether such duties are outside the scope of the normal duties of the Security Trustee hereunder or upon the amount of such additional remuneration, such matters shall be determined by a merchant bank (acting as an expert and not as an arbitrator) selected by the Security Trustee and approved by Funding or, failing such approval, nominated by the President for the time being of the Law Society of England and Wales, the expenses being involved in such nomination and the fees of such merchant bank being payable by Funding and the Security Trustee in such proportion as the merchant bank shall direct, and the decision of any such merchant bank shall be final and binding on Funding and the Security Trustee.

26.4 Expenses

In addition to remuneration hereunder, Funding shall on written request, pay (on an indemnity basis) all other costs, charges and expenses which the Security Trustee may properly incur in relation to the negotiation, preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Deed and any of the other Transaction Documents to which the Security Trustee is a party including but not limited to travelling and legal expenses and any stamp, issue, registration, documentary and other Taxes (other than Taxes on its income, profits or gains) or duties paid or payable by the Security Trustee in connection with any action taken or contemplated by or on behalf of the Security Trustee for enforcing, or resolving any doubt

concerning, or for any other purpose in relation to, this Deed or any of the other Transaction Documents.

26.5 Indemnity

Without prejudice to the right of indemnity by law given to trustees, Funding shall indemnify the Security Trustee, on an after Tax basis, in respect of all proceedings (including claims and liabilities in respect of Taxes other than the Security Trustee's income, profits or gains), claims and demands and all costs, charges, expenses (including, without prejudice to the generality of the foregoing, legal and travelling expenses), and liabilities to which it (or any person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretions vested in it by or pursuant to this Deed and any of the other Transaction Documents to which the Security Trustee is a party) may be or become liable or which may be properly incurred by it (or any such person as aforesaid) in the execution or purported execution of any of its trusts, powers, authorities and discretions hereunder or its functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Deed and any of the other Transaction Documents to which the Security Trustee is a party shall be entitled to be indemnified out of the Funding Charged Property in respect thereof, save where the same arises as a result of the fraud, negligence or wilful default by the Security Trustee or breach by the Security Trustee of the terms of this Deed, or by its officers or employees. The Security Trustee shall not be entitled to be indemnified twice in respect of the same matter pursuant to this Clause and the indemnity contained in Clause 16.2 (Indemnity) of this Deed.

26.6 Survival

Unless otherwise specifically stated in any discharge of this Deed, the provisions of Clauses 16 (Expenses and Indemnity) and 26 (Remuneration of the Security Trustee) shall continue in full force and effect notwithstanding such discharge.

26.7 Stamp Duties

Funding shall, to the extent permitted by applicable United Kingdom law, pay all stamp duties and other duties or taxes of a similar nature, including for the avoidance of doubt any duty levied under the Stamp Act 1891 as amended and supplemented, (if any) payable on or arising out of or in consequence of:

- (a) the creation of the security constituted by or pursuant to this Deed; and
- (b) the execution and delivery of this Deed and documents executed pursuant hereto and the other Funding Agreements (except where the obligation to pay all stamp duties and other duties or taxes of a similar nature is expressed to be the obligation of a person other than Funding).

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

27.1 Powers of Funding

- (a) The power of appointing a new Security Trustee and removing the Security Trustee or any new Security Trustee shall be vested in Funding but such appointment or removal must be approved by each of the Funding Secured Creditors (such approval not to be unreasonably withheld or delayed). A trust corporation may be appointed sole trustee hereof but subject thereto there shall be at least two trustees hereof. Any appointment of a new Security Trustee and any retirement of an existing

Security Trustee hereof shall as soon as practicable thereafter be notified by Funding to the Funding Secured Creditors.

- (b) Any new Security Trustee must (i) meet the requirements of section 26(a)(1) of the US Investment Company Act of 1940; (ii) not be an affiliate (as defined in Rule 405 of the Securities Act) of any relevant Issuer or of any person involved in the organisation or operation of any relevant Issuer; (iii) not offer or provide credit or credit enhancement to any relevant Issuer; and (iv) execute an agreement or instrument concerning the Notes containing provisions to the effect set forth in section 26(a)(3) of the US Investment Company Act of 1940.

27.2 Powers of Security Trustee

Notwithstanding the provisions of Clause 27.1 (Powers of Funding), the Security Trustee may (as attorney for Funding) upon giving prior notice to Funding but without the consent of Funding or the Funding Secured Creditors appoint any person established or resident in any jurisdiction (whether a trust corporation or not) to act either as a separate trustee or as a co-trustee jointly with the Security Trustee:

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

Funding hereby irrevocably appoints the Security Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Deed or any of the other Transaction Documents to which the Security Trustee is a party) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Security Trustee by this Deed or any of the other Transaction Documents to which the Security Trustee is a party) and such duties and obligations as shall be conferred or imposed on it by the instrument of appointment. The Security Trustee shall have power in like manner to remove any such person. Such proper remuneration as the Security Trustee may pay to any such person, together with any attributable costs, charges and expenses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Deed be treated as costs, charges and expenses incurred by the Security Trustee.

27.3 Multiple Trustees

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

28. RETIREMENT OF SECURITY TRUSTEE

Any trustee for the time being of this Deed may retire at any time upon giving not less than three months' prior notice in writing to Funding without assigning any reason therefor and without being

responsible for any costs resulting from such retirement. The retirement or removal of any trustee shall not become effective unless there remains at least one trustee hereof being a trust corporation in office upon such retirement or removal. Funding covenants that, in the event of a trustee (being a sole trustee or the only trust corporation) giving notice under this Clause or being removed as referred to in Clause 27.1 (Powers of Funding) it shall use its best endeavours to procure a new trustee of this Deed (being a trust corporation) to be appointed as soon as reasonably practicable thereafter (for the avoidance of doubt, in the same terms as this Deed). If within 60 days of having given notice of its intention to retire, Funding has failed to appoint a replacement Security Trustee, the outgoing Security Trustee will be entitled to appoint its successor (provided that such successor is acceptable to the Rating Agencies and will agree to the terms of this Deed).

29. TRUST INDENTURE ACT PREVAILS

While any Existing Notes remain outstanding, if any provision of this Deed limits, qualifies or conflicts with another provision which is required to be included in this Deed by, and is not subject to a contractual waiver under the U.S. Trust Indenture Act of 1939 (the "Act"), as amended, the required provision of the Act shall prevail.

30. NOTICES AND DEMANDS

30.1 Service of Notices

Any notices to be given pursuant to this Agreement to any of the parties hereto shall be sufficiently served if sent to the addresses given in Clause 30.2 below by prepaid first class post, by hand or facsimile transmission and shall be deemed to be given (in the case of facsimile transmission) when despatched, (where delivered by hand) on the day of delivery if delivered before 17.00 hours on a Business Day or on the next Business Day if delivered thereafter or on a day which is not a Business Day or (in the case of first class post) when it would be received in the ordinary course of the post.

30.2 Address

The addresses referred to in this Clause 30.2 (Address) are as follows:

- (a) in the case of Funding, to Holmes Funding Limited c/o 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number +(44) (0)20 7756 5627) for the attention of The Company Secretary with a copy to Santander UK plc, c/o Santander House (AAM 129), 201 Grafton Gate East, Milton Keynes, MK9 1AN (facsimile number +(44) (0)1908 343 019) for the attention of the Securitisation Team, Retail Credit Risk;
- (b) in the case of the Master Issuer to Holmes Master Issuer PLC c/o 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number +(44) (0)20 7756 5627) for the attention of the Company Secretary with a copy to Santander UK plc, c/o Santander House (AAM 129), 201 Grafton Gate East, Milton Keynes MK9 1AN (facsimile number (44) 1908 343 019) for the attention of Securitisation Team, Retail Credit Risk;
- (c) in the case of the Mortgages Trustee, to Holmes Trustees Limited c/o 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number +(44) (0)20 7756 5627) for the attention of The Company Secretary with a copy to Santander UK plc, c/o Santander House (AAM 129), 201 Grafton Gate East, Milton Keynes, MK9 1AN (facsimile number 01908 343 019) for the attention of the Securitisation Team, Retail Credit Risk;
- (d) in the case of the Cash Manager, to Santander UK plc, Triton Square, Regent's Place, London NW1 3AN (facsimile number +(44) (0)20 7756 5627) for the attention of The Company Secretary with a copy to Santander UK plc, c/o Santander House (AAM 129), 201

Grafton Gate East, Milton Keynes, MK9 1AN (facsimile number 01908 343 019) for the attention of Securitisation Team, Retail Credit Risk;

- (e) in the case of the Account Bank, to Santander UK plc, 21 Prescott Street, London E1 8AD (facsimile number +(44) (0)20 7612 5088) for the attention of Head of Subsidiary Banking;
- (f) in the case of the Security Trustee, to The Bank of New York Mellon, acting through its London Branch, attention Trustee Administration Manager (facsimile number +(44) (0)20 7964 6061/2509);
- (g) in the case of the Issue 2010-1 Start-up Loan Provider to Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number +(44) (0)20 7756 5627) for the attention of the Company Secretary;
- (h) in the case of the Corporate Services Provider, to Wilmington Trust SP (Services) London Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH (facsimile number +(44) (0)20 7614 1122) for the attention of Martin McDermott;
- (i) in the case of the Funding Swap Provider, to Abbey National Treasury Service PLC, 2 Triton Square, Regent's Place, London NW1 3AN (facsimile no.: +44 (0)20 7612 4319) for the attention of the Company Secretary;
- (j) in the case of the Lender of the Funding Loan Amounts, to Santander UK plc, 21 Prescott Street, London E1 8AD (facsimile number + 44 (0)20 7612 5088) for the attention of Head of Subsidiary Banking;
- (k) in the case of Moody's, to Moody's Investor Services, One Canada Square, Canary Wharf, London E14 5FA (facsimile number +44 (0)20 7772 5400) for the attention of RMBS Monitoring;
- (l) in the case of S&P, to Standard & Poor's, 20 Canada Square, 11th Floor, London E14 5LH (facsimile number +44 (0)20 7826 3598) for the attention of the Structured Finance Surveillance Group; and
- (m) in the case of Fitch, to Fitch Ratings Limited, 101 Finsbury Pavement, London EC2A 1RS (facsimile number: +44 (0)20 7417 6262) for the attention of SF Surveillance,

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 30.

31. FURTHER PROVISIONS

31.1 Evidence of Indebtedness

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

31.2 Rights Cumulative, Waivers

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

31.3 Invalidity of any Provision

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

31.4 Liability

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

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

31.5 Severability

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

31.6 Variation

No variation of any provision(s) of this Deed shall be effective unless it is in writing and signed by (or by a person duly authorised by) each of the parties hereto.

31.7 Counterparts

This Deed may be signed (manually or by facsimile) and delivered in more than one counterpart all of which, taken together, shall constitute one and the same Deed. This Deed (including provisions of 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 upon at least one copy of this Deed having been executed and delivered by Funding, notwithstanding that this Deed has not then been executed and delivered by any other party hereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

31.8 Funding Secured Creditors

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

31.9 Assignment

None of the Funding Secured Creditors may assign, encumber or transfer all or any part of its rights or benefits and/or transfer its obligations under this Deed without the prior written consent of the Security Trustee, save that each relevant Issuer may assign its rights under this Deed without such consent to the Security Trustee under the relevant Issuer Deed of Charge or the issuer deed of charge applicable to the New Issuer, as the case may be.

31.10 Exclusion Of Third Party Rights

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

32. CHOICE OF LAW

32.1 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 (provided that Clauses 3.8 (Intimation to Mortgages Trustee) and 12.8 (Scottish Trust Property) and any terms hereof which are particular to the law of Scotland shall be governed by, and construed in accordance with, Scots law).

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

Funding

EXECUTED as a DEED by
HOLMES FUNDING
LIMITED acting by two
directors

Director

Director

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Master Issuer

EXECUTED as a **DEED** by
HOLMES MASTER ISSUER
PLC acting by two
directors

Director

Director

Seller

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

Witness's Signature:

Name:

Address:

Cash Manager

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

Witness's Signature:

Name:

Address:

Funding GIC Provider

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

Witness's Signature

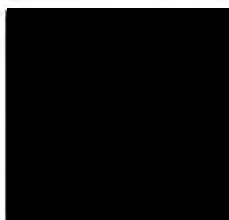
Name:

Address:

Account Bank

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

)
)
)



Witness's Signature:



Name:



Address:



Funding Swap Provider

EXECUTED as a **DEED** by
ABBNEY NATIONAL TREASURY SERVICES PLC
acting by its attorney in the presence of:

)
)
)



Witness's Signature:



Name:



Address:



Lender of the Funding Loan Amounts

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

)
)
)



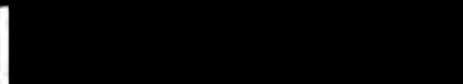
Witness's Signature:



Name:



Address:



Corporate Services Provider

**EXECUTED as a DEED by
WILMINGTON TRUST SP
SERVICES (LONDON) LIMITED**

acting by two directors:

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)

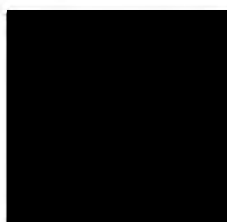
Director

Director

Issue 2010-1 Start-up Loan Provider

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

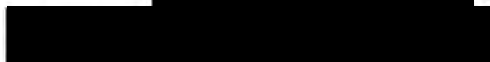
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Witness's Signature:



Name:



Address:

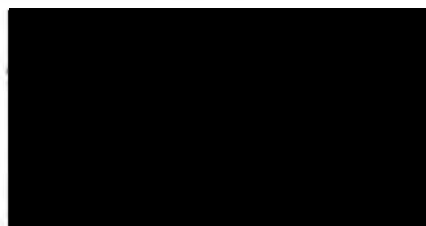


Security Trustee

**EXECUTED as a DEED by
THE BANK OF
NEW YORK MELLON)**

acting by its duly authorised signatory

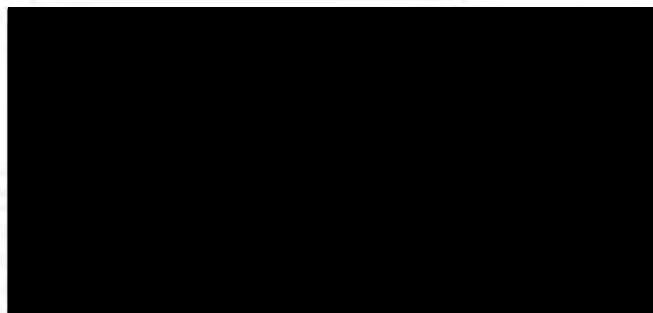
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Mortgages Trustee

**EXECUTED as a DEED by
HOLMES TRUSTEES LIMITED**
acting by two directors:

)
)
)



Director

Director

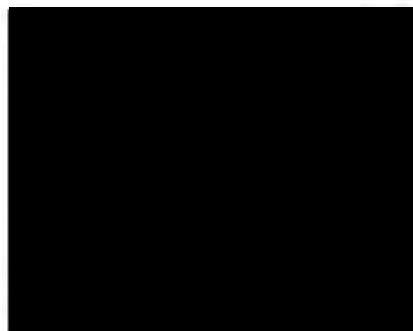
Corporate Services Provider

EXECUTED as a DEED by
WILMINGTON TRUST SP
SERVICES (LONDON) LIMITED
acting by two directors:

)
)
)
)

Director

Director



Issue 2010-1 Start-up Loan Provider

EXECUTED as a DEED by
SANTANDER UK PLC
acting by its attorney in the presence of:

)
)
)

Witness's Signature:

Name:

Address:

Security Trustee

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

)
)
)
)

Mortgages Trustee

EXECUTED as a DEED by
HOLMES TRUSTEES LIMITED
acting by two directors:

)
)
)

Director

Director

SCHEDULE 1

FORM OF SECURITY POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on [date] by Holmes Funding Limited (registered in England and Wales No. 3982428) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Principal**).

WHEREAS:

- (1) By virtue of a Deed dated 26 July 2000 between, *inter alios*, Holmes Funding Limited, the Corporate Services Provider, the Account Bank, the Funding GIC Provider, the Security Trustee, the Seller, the Start-Up Loan Provider, the Cash Manager and the Funding Swap Provider, as amended and restated by a Deed dated 7 November 2002 and as further amended and restated by Deeds dated 28 November 2006, 28 March 2007 and 19 December 2008 and as supplemented on 8 October 2010 and as further amended and restated on 12 November 2010 (the **Funding Deed of Charge**) between the foregoing parties and others, provision was made for the execution by the Principal of this Power of Attorney.
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Funding Deed of Charge.

NOW THIS POWER OF ATTORNEY WITNESSETH

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

Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefor.

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

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

EXECUTED as a DEED by)
HOLMES FUNDING LIMITED)
acting by two directors:)

Director

Director

SCHEDULE 2

FORM OF ACCESSION UNDERTAKING

THIS DEED is made on []

BETWEEN:

- (1) **HOLMES FUNDING LIMITED** (registered in England and Wales No. 3982428) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**Funding**);
- (2) **HOLMES MASTER ISSUER PLC** (registered in England and Wales No. 5953811) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**);
- (3) **HOLMES TRUSTEES LIMITED** (registered in England and Wales No. 3982431) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Mortgages Trustee**);
- (4) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 as seller (the **Seller**);
- (5) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 as cash manager (the **Cash Manager**, which expression shall include such person and all other persons for the time being acting as the cash manager or cash managers pursuant to the Cash Management Agreement);
- (6) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as GIC provider to Funding under the Funding GIC Account Agreement (the **Funding GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to Funding pursuant to the Funding GIC Account Agreement);
- (7) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD as account bank (the **Account Bank**, which expression shall include such person and all other persons for the time being acting as the account bank or account banks to Funding pursuant to the Bank Account Agreement);
- (8) **ABBEY NATIONAL TREASURY SERVICES PLC**, a wholly-owned subsidiary of Santander UK PLC, acting through its office at 2 Triton Square, Regent's Place, London NW1 3AN (the **Funding Swap Provider**, which expression shall include such person and all other persons for the time being acting as the variable rate swap provider or providers and/or the tracker rate swap provider or providers and/or interest rate swap provider or providers pursuant to the Funding Swap Agreements);
- (9) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as **Lender of the Funding Loan Amounts** under the Existing Notes Redemption Reserve Loan Agreement;
- (10) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** (registered in England and Wales No. 2548079) whose registered office is at Fifth Floor, 6 Broad Street Place, London EC2M 7JH (the **Corporate Services Provider**, which expression shall include such person and all other

persons for the time being acting as the corporate service provider or corporate service providers pursuant to the Corporate Services Agreement);

- (11) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 as the new start-up loan provider pursuant to the Issue 2010-1 Start-up Loan Agreement made on the 2010-1 Closing Date with Funding and the Security Trustee (the **Issue 2010-1 Start-up Loan Provider**) which expression shall respectively include such person or all other persons for the time being acting as start-up loan provider pursuant to the Issue 2010-1 Start-up Loan Agreement;
- (12) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London, E14 5AL (the **Security Trustee**, which expression includes such person and all other persons for the time being acting as the Security Trustee or trustees pursuant to the Funding Deed of Charge); and
- (13) [Any other additional secured creditor of Funding.]
- (14) [] (the **New Funding Secured Creditor**).

NOW THIS DEED WITNESSES as follows

WHEREAS:

- (A) Pursuant to the terms of a [describe agreement] (the **Agreement**) dated [] made between Funding and the New Funding Secured Creditor, Funding has agreed to [describe nature of the obligations of Funding under the Agreement].
- (B) Funding has agreed to provide the Security Trustee with the benefit of the security described in the Funding Deed of Charge to secure Funding's obligations to the Funding Secured Creditors.
- (C) The terms of the Funding Deed of Charge permit Funding to secure its obligations to a New Funding Secured Creditor thereunder.
- (D) The New Funding Secured Creditor has agreed to enter into this Deed to accede to the provisions of the Funding Deed of Charge.
- (E) The Funding Secured Creditors have agreed to enter into this Deed to agree consequential charges to the Funding Priority of Payments set out in Part 1, Part 2 and Part 3 of Schedule 3 of the Funding Deed of Charge as are required and any other amendment as may be required to give effect to this Accession Undertaking.

1. INTERPRETATION

The Seventh Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on or about the 2010-1 Closing Date (as the same may be amended, varied or supplemented from time to time with the consent of the parties hereto) are expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Fifth Amended and Restated Master Definitions and Construction Schedule (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Seventh Amended and Restated Master Definitions and Construction Schedule.

2. REPRESENTATIONS AND WARRANTIES

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

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

2.2 Funding hereby represents and warrants to the Security Trustee and each of the Funding Secured Creditors that as at the date of this Deed, the conditions to incurring further secured Financial Indebtedness set out in Clause 2.2 (New Intercompany Loan Agreements) are satisfied.

3. ACCESSION

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

- (a) confirms that as from [date], it intends to be a party to the Funding Deed of Charge as a Funding Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Seventh Amended and Restated Master Definitions and Construction Schedule (as the same may be amended, varied or restated from time to time) and the Funding Deed of Charge in its capacity as a Funding Secured Creditor, as if it had been an original party thereto;
- (c) undertakes to perform comply with and be bound by all of the provisions of the Funding Deed of Charge in its capacity as a Funding Secured Creditor, as if it had been an original party thereto as provided in Clause 31.8 (Funding Secured Creditors) (including without limitation Clauses 8.4 (Priorities of Payment — After Service of an Intercompany Loan Enforcement Notice), 8.5 (Application of Monies Received After Intercompany Loan Enforcement Notice) and 9.2 (No Enforcement by Funding Secured Creditors)); and
- (d) agrees that the Security Trustee shall be the Security Trustee of the Funding Deed of Charge for all Funding Secured Creditors upon and subject to the terms set out in the Funding Deed of Charge.

4. SCOPE OF THE FIFTH AMENDED AND RESTATED FUNDING DEED OF CHARGE

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

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

5. AMENDMENT TO THE FUNDING PRIORITY OF PAYMENTS

The Funding Secured Creditors agree to amend and restate the Funding Priority of Payments set out in Part 1 and Part 2 of Schedule 3 of the Funding Deed of Charge in accordance with Appendix 1 hereto.

6. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Funding Deed of Charge or the Seventh Amended and Restated Master Definitions and Construction Schedule shall be given in the manner and at the times set out in Clause 30 (Notices and Demands) of the Funding Deed of Charge to the addresses given in this Clause or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

The address referred to in this Clause 5 for the New Funding Secured Creditor is:

[]

For the attention of: []

Telephone: []

Facsimile: []

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

7. CHOICE OF LAW

This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and shall be construed in accordance with, English law.

DULY EXECUTED AND DELIVERED as a **DEED** by each of the parties hereto

or on its behalf on the date appearing on page 1.

New Funding Secured Creditor

EXECUTED as a **DEED** by)
[])
acting by two)
directors/a director and the secretary)

Director

Director/Secretary

Funding

EXECUTED as a DEED by)
HOLMES FUNDING)
LIMITED acting by two)
directors)

Director

Director

Master Issuer

EXECUTED as a DEED by)
HOLMES MASTER ISSUER)
PLC acting by two)
directors)

Director

Director

Mortgages Trustee

EXECUTED as a DEED by)
HOLMES TRUSTEES LIMITED)
)

acting by two directors

Director

Director

Seller

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

Witness's Signature:)

Name:

Address:

Cash Manager

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

Witness's Signature:)

Name:

Address:

Funding GIC Provider

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

Witness's Signature:)

Name:

Address:

Account Bank

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

Witness's Signature:)

Name:

Address:

Funding Swap Provider

EXECUTED as a DEED by)
ABBAY NATIONAL TREASURY)
SERVICES PLC)
acting by its attorney in the presence of:)

Witness's Signature:)

Name:

Address:

Lender of the Funding Loan Amounts

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

Witness's Signature:)

Name:

Address:

Corporate Services Provider

EXECUTED as a DEED by)
WILMINGTON TRUST SP)
SERVICES (LONDON) LIMITED)
acting by two directors:)

Director

Director

Issue 2010-1 Start-up Loan Provider

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

Witness's Signature:)

Name:

Address:

Security Trustee

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

SCHEDULE 3

FUNDING PRIORITY OF PAYMENTS

PART 1

FUNDING PRE-ENFORCEMENT REVENUE PRIORITY OF PAYMENTS

On each Intercompany Loan Determination Date, Funding or the Cash Manager in its place will determine (1) the Funding Available Revenue Receipts available to pay the amount set out below on the immediately succeeding Interest Payment Date and (2) for as long as any Existing Notes are outstanding, the AAA Shortfall (if any).

Funding Available Revenue Receipts will be applied on each Interest Payment Date (or, in the case of amounts due by Funding or the Master Issuer, as the case may be, to third parties or to the Master Issuer Account Banks pursuant to item (a) below or to the Account Bank pursuant to item (c) below, on the date when due) until enforcement of the Funding Security or until such time as there are no amounts outstanding under any Intercompany Loan Agreements (provided that (i) an amount up to the Third Reserve Fund Required Amount standing to the credit of the Third Reserve Ledger (if any) will be applied at item (e) on each Interest Payment Date on which an AAA Shortfall arises, before the application of any Funding Available Principal Receipts on such Interest Payment Date, but only for so long as any of the Existing Notes are outstanding and (ii) amounts standing to the credit of the Third Reserve Ledger in excess of the Third Reserve Fund Required Amount (if any) will be applied at items (v) to (z) (inclusive) on each Interest Payment Date but only for so long as any of the Existing Notes are outstanding), in making such payments and provisions in the following order of priority (the **Funding Pre-Enforcement Revenue Priority of Payments**) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *firstly*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any remuneration then due and payable to the Security Trustee and any other amounts then due or to become due to the Security Trustee in the immediately succeeding Interest Period under the provisions of this Funding Deed of Charge together with interest and any amounts in respect of VAT thereon as provided herein;
 - (ii) any amounts due to the Master Issuer under the Master Issuer Intercompany Loan Agreement in respect of the Master Issuer's obligations specified in items (a) to (c) inclusive of the Master Issuer Pre-Enforcement Revenue Priority of Payments or, as the case may be, items (a) and (b) of the Master Issuer Post-Enforcement Priority of Payments; and
 - (iii) any amounts due and payable by Funding to third parties (other than those referred to below) and incurred without breach by Funding of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and to provide for any such amounts expected to become due and payable by Funding in the immediately succeeding Interest Period and to pay or discharge any liability of Funding for corporation tax on any chargeable income, profit or gain of Funding;
- (b) *secondly*, in or towards satisfaction of any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Cash Manager in the immediately succeeding Interest Period under the provisions of the Cash Management Agreement, together with amounts in respect of VAT thereon as provided therein;

- (c) *thirdly*, in or towards satisfaction *pro rata* and *pari passu*, according to the respective amounts thereof, of amounts (if any) due to the Account Bank (including costs) pursuant to the terms of the Bank Account Agreement and to the Corporate Services Provider pursuant to the terms of the Corporate Services Agreement;
- (d) *fourthly*, in or towards satisfaction of amounts due and payable (if any) by Funding to the Funding Swap Provider pursuant to the Funding Swap Agreement, except for any termination payments due and payable by Funding under the Funding Swap Agreement following a Funding Swap Provider Default in respect of the Funding Swap Provider;
- (e) *fifthly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term AAA Advance, interest then due and payable on each of the Term AAA Advances in relation to the Intercompany Loans;
- (f) *sixthly*, to make provision for a credit to the AAA Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (g) *seventhly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term AA Advance, interest then due and payable on each of the Term AA Advances in relation to the Intercompany Loans;
- (h) *eighthly*, to make provision for a credit to the AA Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (i) *ninthly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term A Advance, interest then due and payable on each of the A Advances in relation to the Intercompany Loans;
- (j) *tenthly*, to make provision for a credit to the A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (k) *eleventhly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term BBB Advance, interest then due and payable on each of the Term BBB Advances in relation to the Intercompany Loans;
- (l) *twelfthly*, to make provision for a credit to the BBB Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (m) *thirteenthly*, to pay *pro rata* and *pari passu* according to the respective amounts thereof any amounts due to the Master Issuer in respect of the Master Issuer's obligation (if any) to make a termination payment due to any Master Issuer Swap Provider (but excluding any termination payment due to a Master Issuer Swap Provider as a result of a Master Issuer Swap Provider Default or a Master Issuer Downgrade Termination Event);
- (n) *fourteenthly*, (to the extent that any Rated Notes are outstanding), to credit the First Reserve Ledger in an amount up to the First Reserve Fund Required Amount (except that amounts standing to the credit of the Second Reserve Ledger shall not be available for this purpose);
- (o) *fifteenthly*, if an Arrears Trigger Event has occurred and to the extent that any Rated Notes are outstanding, to credit all remaining amounts to the First Reserve Ledger in an amount up to the First Reserve Fund Additional Required Amount (except that amounts standing to the credit of the Second Reserve Ledger shall not be available for this purpose);

- (p) *sixteenthly* (to the extent that any Rated Notes are outstanding), on each Interest Payment Date following a Funding Liquidity Reserve Fund Relevant Event, to credit the Funding Liquidity Reserve Ledger in an amount up to the Funding Liquidity Reserve Fund Required Amount;
- (q) *seventeenthly*, to make provision for a credit to the NR Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (r) *eighteenthly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term NR Advance, interest then due and payable on each of the Term NR Advances in relation to the Intercompany Loans;
- (s) *nineteenthly*, to pay *pro rata* and *pari passu* according to the respective amounts due:
 - (i) to the Master Issuer in respect of the Master Issuer's obligations specified in item (i) of the Master Issuer Pre-Enforcement Revenue Priority of Payments or, as the case may be, items (viii), (ix), (x), (xi) and (xii) of the Master Issuer Post-Enforcement Priority of Payments;
 - (ii) any other amounts due to the Master Issuer under the Master Intercompany Loan Agreement and not otherwise provided for in this order of priorities; and
 - (iii) after the occurrence of a Funding Swap Provider Default, amounts due to the Funding Swap Provider in respect of any termination payments due and payable by Funding under the Funding Swap Agreement;
- (t) *twentiethly*, to the extent that any Rated Notes are outstanding and for as long as any of the Existing Notes are outstanding, to credit the Second Reserve Ledger in an amount up to the Second Reserve Fund Required Amount;
- (u) *twenty-firstly*, to the extent that any Rated Notes are outstanding and for as long as any of the Existing Notes are outstanding, to credit the Third Reserve Ledger in an amount up to the Third Reserve Fund Required Amount;
- (v) *twenty-secondly*, to the extent that any Rated Notes are outstanding, to credit the Funding Reserve Ledger in an amount up to the Funding Reserve Fund Required Amount;
- (w) *twenty-thirdly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding thereof:
 - (i) any amounts due to each of the Start-up Loan Providers under the Start-up Loan Agreements; and
 - (ii) any amounts in respect of Funding Loan Amounts due from Funding under the Existing Notes Redemption Reserve Loan Agreement;
- (x) *twenty-fourthly*, an amount equal to 0.01% of the Funding Available Revenue Receipts which shall be retained by Funding as profit in each accounting period or distributed by it by way of dividends to its shareholders;
- (y) *twenty-fifthly*, towards payment of any additional consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement (such additional consideration together with the Postponed Deferred Consideration, known as **Deferred Consideration**) other than any Postponed Deferred Consideration; and
- (z) *twenty-sixthly*, towards payment of the Postponed Deferred Consideration.

PART 2

RULES FOR APPLICATION OF FUNDING AVAILABLE PRINCIPAL RECEIPTS AND FUNDING PRINCIPAL RECEIPTS

On each Intercompany Loan Determination Date, Funding or the Cash Manager in its place will determine the Funding Available Principal Receipts available to repay the Term Advances on the immediately succeeding Interest Payment Date.

1. General principles for application of Funding Available Principal Receipts prior to the occurrence of a Trigger Event or enforcement of the Funding Security

On each Interest Payment Date prior to the occurrence of a Trigger Event or enforcement of the Funding Security, Funding or the Cash Manager on its behalf will apply Funding Available Principal Receipts as follows:

- (a) *first*, to replenish the First Reserve Fund to the extent only that monies have been drawn from the First Reserve Fund to repay principal amounts then due and payable on the First Reserve Fund Term Advances;
- (b) *second*, if the Funding Liquidity Reserve Fund has been established, after the application of Funding Available Revenue Receipts, to fund or replenish the Funding Liquidity Reserve Fund up to the amount of the Funding Liquidity Reserve Required Amount;
- (c) *third*, to repay any Term AAA Advances which are Bullet Term Advances and/or Scheduled Amortisation Term Advances that are then due and payable *provided that*, if on any Interest Payment Date amounts are due and payable under more than one Term AAA Advance (which is a Bullet Term Advance or Scheduled Amortisation Advance whether in respect of the Master Intercompany Loans or any New Intercompany Loans), then Funding or the Cash Manager (on behalf of Funding) will apply Funding Available Principal Receipts to repay the Term AAA Advances with the earliest Final Maturity Date and then the next earliest, and so on. If, in this instance, any Term AAA Advances (which are Bullet Term Advances or Scheduled Amortisation Term Advances) have the same Final Maturity Date, then Funding or the Cash Manager (on behalf of Funding) will apply Funding Available Principal Receipts to repay those Term AAA Advances *pro rata* and *pari passu* but in proportion to their respective amounts due;

- (d) *fourth*, to maintain in the Cash Accumulation Ledger an amount equal to the greater of zero and an amount equal to:

$$A - B$$

where:

A = the amount standing to the credit of the Cash Accumulation Ledger immediately prior to such Interest Payment Date, and

B = the amounts applied to repay the Bullet Term Advances and Scheduled Amortisation Term Advances repaid under item (c) above;

- (e) *fifth*, to repay any Term AAA Advances which are Pass Through Term Advances that are then due and payable *provided that*, if on any Interest Payment Date amounts are due and payable under more than one Term AAA Advance which are Pass Through Term Advances,

then Funding or the Cash Manager (on behalf of Funding) will apply Funding Available Principal Receipts to repay the Term AAA Advance which is a Pass Through Term Advance with the earliest Final Maturity Date and then the next earliest, and so on. If, in this instance, any Term AAA Advances which are Pass Through Term Advances have the same Final Maturity Date, then Funding will apply Funding Available Principal Receipts to repay those Term AAA Advances *pro rata* and *pari passu* but in proportion to their respective amounts due;

- (f) *sixth*, subject to a stopper (as defined below) to the payment of Term Advances ranking below AAA not applying and subject to the repayment tests detailed in Paragraph 3 (Repayment Tests) below, to repay all other outstanding Term Advances which are then due and payable in order of priority of their respective Term Advance Ratings (first the Term Advances with the highest Term Advance Rating, and thereafter the Term Advances with the next highest Term Advance Rating, and so on, down to the Term Advances with the lowest Term Advance Rating (being, for the avoidance of doubt the Term NR Advance)). Provided that in relation to Term Advances with the same Term Advance Rating, Funding or the Cash Manager (on behalf of Funding) will apply Funding Available Principal Receipts to repay Term Advances with the earliest Final Maturity Date and then the next earliest, and so on. If, in this instance, any Term Advances with the same Term Advance Rating have the same Final Maturity Date, then Funding will apply Funding Available Principal Receipts to repay them *pro rata* and *pari passu* but in proportion to their respective amounts due; and
- (g) *seventh*, following application of the Funding Available Principal Receipts in accordance with this Paragraph 1, any remaining Funding Available Principal Receipts shall remain in the Funding Principal Ledger.

2. Stoppers to the payment of principal in respect of Term Advances ranking below the most senior Term Advance outstanding:

If, on an Interest Payment Date, prior to the occurrence of a Trigger Event or enforcement of the Funding Security:

- (i) after the application of Funding Available Revenue Receipts on the relevant Interest Payment Date, a principal loss has been recorded on the Principal Deficiency Ledger in respect of any of the Term BBB Advances, the Term A Advances or the Term AA Advances under any Intercompany Loan; or
- (ii) monies standing to the credit of the First Reserve Fund have been used, on or prior to the relevant Interest Payment Date, to cure a Principal Deficiency in respect of any of the Term BBB Advances and/or the Term A Advances and/or the Term AA Advances under any Intercompany Loan, and the First Reserve Fund has not been replenished by a corresponding amount on the relevant Interest Payment Date; or
- (iii) the aggregate Outstanding Principal Balance of Loans in the Mortgages Trust, in respect of which the aggregate amount in arrears is more than three times the aggregate monthly payment then due, is more than 5 per cent. of the aggregate Outstanding Principal Balance of Loans in the Mortgages Trust,

(each such event described in (i) to (iii) inclusive above, being a **stopper**)

then, Funding or the Cash Manager on its behalf shall not be entitled to apply any Funding Available Principal Receipts to repay any Term NR Advances, any Term BBB Advances, any Term A Advances or any Term AA Advances which are due and payable (whether in respect of the Master Intercompany Loans or any New Intercompany Loans) (a) until the relevant stoppers described in (i),

(ii) and (iii) above have been cured or otherwise cease to exist; or (b) in respect of each Term Advance, unless no immediately higher ranking Term Advances are outstanding.

3. Repayment Tests

If on an Interest Payment Date in respect of which principal in respect of any Term Advance is scheduled to be paid:

- (a) for any Term AA Advance, the amount of principal due (or any part thereof) in respect of any Term AA Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount;
- (b) for any Term A Advance, the amount of principal due (or any part thereof) in respect of any Term A Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount and the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount;
- (c) for any Term BBB Advance, the amount of principal due (or any part thereof) in respect of any Term BBB Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount, the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount and the Class M Available Subordinated Amount is at least equal to the Class M Required Subordinated Amount;
- (d) for any Term NR Advance, the amount of principal due (or any part thereof) in respect of any Term NR Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount, the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount, the Class M Available Subordinated Amount is at least equal to the Class M Required Subordinated Amount and the Class C Available Subordinated Amount is at least equal to the Class C Required Subordinated Amount,

save that, on any date, in calculating the Class A Available Subordinated Amount, the Class B Available Subordinated Amount, the Class M Available Subordinated Amount, and the Class C Available Subordinated Amount for such date for the purposes of this Clause 3:

- (i) Stressed Excess Spread will be deemed to be zero; and
- (ii) references to the “aggregate amount of the First Reserve Fund” in the relevant definition of available subordinated amount in respect of the relevant Class of Master Issuer Notes shall instead be deemed to be an amount calculated as being the greater of either (i) the amount standing to the credit of the First Reserve Fund on the date that such calculation is made and (ii) if on any Interest Payment Date since the most recent Interest Payment Date (the **Reference Date**) on which the amount standing to the credit of the First Reserve Fund was at least equal to the First Reserve Fund Required Amount, the amount standing to the credit of the First Reserve Fund has been less than the amount standing to the credit of the First Reserve Fund on any preceding Interest Payment Date from and including the Reference Date, the First Reserve Fund Required Amount on such date.

4. Application of Funding Available Principal Receipts following the occurrence of a Non-Asset Trigger Event

On and from the Interest Payment Date following the occurrence of a Non-Asset Trigger Event but prior to enforcement of the Funding Security, Funding shall (subject to Clauses 1.1(a) and 1.1(b) above) repay the Master Issuer on each Interest Payment Date from Funding Available Principal Receipts as follows:

- (a) firstly, the Term AAA Advances until all the Term AAA Advances under any Intercompany Loan are fully repaid but on the basis that the Term AAA Advances shall be paid in the order of their final maturity (the Term AAA Advance with the earliest final maturity being paid first) where applicable *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term AAA Advance);
- (b) secondly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term AA Advance) the Term AA Advances until all the Term AA Advances are fully repaid;
- (c) thirdly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term A Advance) the Term A Advances until all the Term A Advances are fully repaid;
- (d) fourthly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term BBB Advance) the Term BBB Advances until all the Term BBB Advances are fully repaid; and
- (e) fifthly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term NR Advance) the Term NR Advances until all the Term NR Advances are fully repaid.

5. Application of Funding Available Principal Receipts following the occurrence of an Asset Trigger Event

Following the occurrence of an Asset Trigger Event but prior to enforcement of the Funding Security, Funding shall (subject to Clauses 1.1(a) and 1.1(b)) repay the Master Issuer on each Interest Payment Date from Funding Available Principal Receipts as follows:

- (a) firstly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term AAA Advance) the Term AAA Advances until all the Term AAA Advances are fully repaid;
- (b) secondly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term AA Advance) the Term AA Advances until all the Term AA Advances are fully repaid;
- (c) thirdly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term A Advance) the Term A Advances until all the Term A Advances are fully repaid;
- (d) fourthly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term BBB Advance) the Term BBB Advances until all the Term BBB Advances are fully repaid; and
- (e) fifthly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term NR Advance) the Term NR Advances until all the Term NR Advances are fully repaid.

6. Effect on Bullet Term Advances and Scheduled Amortisation Term Advances when a Trigger Event occurs or when the Master Issuer Security is enforced

- 6.1 If a Trigger Event occurs then (a) the Scheduled Repayment Dates of the Bullet Term Advances and the Scheduled Amortisation Term Advances made under each Intercompany Loan Agreement will cease to apply and each such Term Advance shall be repaid, subject to the terms of this Schedule 3, on each Interest Payment Date to the extent of Funding Available Principal Receipts therefor and (b) all Bullet Term Advances and Scheduled Amortisation Term Advances made under the Intercompany Loan Agreements will be deemed to be Payable Pass Through Term Advances.
- 6.2 If the Master Issuer Security is enforced under the Master Issuer Deed of Charge, then (as applicable) (a) the Scheduled Repayment Dates of any outstanding Bullet Term Advances and any Scheduled Amortisation Term Advances made under the Master Intercompany Loan Agreement will cease to apply and each such Term Advance shall be repaid, subject to the terms of this Schedule 3, on each Interest Payment Date to the extent of Funding Available Principal Receipts therefore and (b) all Bullet Term Advances and any Scheduled Amortisation Term Advances made under the Master Intercompany Loan Agreement will be deemed to be Payable Pass Through Term Advances.

7. Repayment of Term Advances when Funding receives the amount outstanding under an Intercompany Loan

If Funding receives a Refinancing Contribution in the circumstances set out in Clause 6 of the Mortgages Trust Deed or the proceeds of a New Intercompany Loan which are to be used to refinance another Intercompany Loan, or part thereof (such payment by the Seller or such proceeds being a Full Repayment Amount), then Funding will not apply the Full Repayment Amount as described in paragraphs 1 to 6 above. Instead, Funding will apply the Full Repayment Amount to repay the relevant Intercompany Loan, or part thereof.

PART 3

FUNDING POST-ENFORCEMENT PRIORITY OF PAYMENTS

All the monies received or recovered by the Security Trustee (or a Receiver appointed on its behalf) following service of an Intercompany Loan Enforcement Notice shall be applied (save to the extent required otherwise by law) on each Interest Payment Date (except for amounts due to the Account Bank under items (c) below, which will be paid when due) in the following order of priority (and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *firstly*, in or towards satisfaction, *pro rata* and *pari passu* according to the respective amounts thereof, of:
 - (i) any remuneration then due and payable to the Security Trustee and any Receiver appointed by the Security Trustee and any other amounts due or to become due in the immediately succeeding Interest Period to the Security Trustee and the Receiver under the provisions of the Funding Deed of Charge together with interest and any amounts in respect of VAT thereon as provided therein;
 - (ii) any amounts due to the Master Issuer in respect of its obligations specified in items (a) and (b) of the Master Issuer Post-Enforcement Priority of Payments;
- (b) *secondly*, in or towards satisfaction of any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable in the immediately succeeding Interest Period to the Cash Manager under the provisions of the Cash Management Agreement, together with any amounts in respect of VAT thereon as provided therein;
- (c) *thirdly*, in or towards satisfaction *pro rata* and *pari passu* of any amounts due to the Account Bank (including costs) pursuant to the terms of the Bank Account Agreement and the Corporate Services Provider pursuant to the Corporate Services Agreement;
- (d) *fourthly*, in or towards satisfaction *pro rata* and *pari passu* of those amounts due and payable (if any) by Funding to the Funding Swap Provider pursuant to the Funding Swap Agreement (except for any termination payments due and payable by Funding under the Funding Swap Agreement following a Funding Swap Provider Default);
- (e) *fifthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term AAA Advance outstanding), interest and principal due and payable on the Term AAA Advances outstanding under the Intercompany Loans;
- (f) *sixthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term AA Advance outstanding), interest and principal due and payable on the Term AA Advances outstanding under the Intercompany Loans;
- (g) *seventhly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term A Advance outstanding), interest and principal due and payable on the Term A Advances outstanding under the Intercompany Loans;
- (h) *eighthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term BBB Advance outstanding), interest and principal due and payable on the Term BBB Advances outstanding under the Intercompany Loans;

- (i) *ninthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term NR Advance outstanding), interest and principal due and payable on the Term NR Advances outstanding under the Intercompany Loans;
- (j) *tenthly*, in or towards satisfaction of any amounts outstanding thereof amounts due to the Master Issuer in respect of the Master Issuer's obligations (if any) to make a termination payment to any Master Issuer Swap provider (but excluding any termination payment due to a Master Issuer Swap Provider as a result of a Master Issuer Swap Provider Default or a Master Issuer Downgrade Termination Event);
- (k) *eleventhly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding thereof:
 - (i) any amounts due to the Master Issuer in respect of the Master Issuer's obligations specified in items (viii), (ix), (x), (xi) and (xii) of the Master Issuer Post-Enforcement Priority of Payments;
 - (ii) any other amounts due to the Master Issuer in respect of any other obligation of Funding under the Master Issuer Intercompany Loan Agreement and not otherwise provided for earlier in this order of priority of payments; and
 - (iii) after the occurrence of a Funding Swap Provider Default, to the Funding Swap Provider in respect of any termination payment due and payable by Funding under the Funding Swap Agreement;
- (l) *twelfthly* to pay *pro rata* and *pari passu* according to the respective amounts outstanding thereof:
 - (i) any amounts due to each of the Start-up Loan Providers under the Start-up Loan Agreements; and
 - (ii) any amounts in respect of Funding Loan Amounts due from Funding under the Existing Notes Redemption Reserve Loan Agreement;
- (m) *thirteenthly*, to pay any Postponed Deferred Consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement; and
- (n) *fourteenthly*, to pay any Deferred Consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement other than that referred to in item (m) above.

EXECUTION VERSION

SUPPLEMENTAL FUNDING DEED OF CHARGE

8 JUNE 2012

**HOLMES FUNDING LIMITED
and
HOLMES MASTER ISSUER PLC
and
SANTANDER UK PLC
and
ABBEEY NATIONAL TREASURY SERVICES PLC
and
WILMINGTON TRUST SP SERVICES (LONDON) LIMITED
and
THE BANK OF NEW YORK MELLON, LONDON BRANCH
and
HOLMES TRUSTEES LIMITED**

ALLEN & OVERY

Allen & Overy LLP

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THIS SUPPLEMENTAL AMENDED AND RESTATED DEED OF CHARGE is made on 8 June 2012 (the **Effective Date**)

BETWEEN:

- (1) **HOLMES FUNDING LIMITED** (registered in England and Wales No. 3982428) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**Funding**);
- (2) **HOLMES MASTER ISSUER PLC** (registered in England and Wales No. 5953811) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**);
- (3) **HOLMES TRUSTEES LIMITED** (registered in England and Wales No. 3982431) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Mortgages Trustee**);
- (4) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as seller under the Mortgage Sale Agreement (the **Seller**);
- (5) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as cash manager under the Cash Management Agreement (the **Cash Manager**, which expression shall include such person and all other persons for the time being acting as the cash manager or cash managers pursuant to the Cash Management Agreement);
- (6) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as GIC provider to Funding under the Funding GIC Account Agreement (the **Funding GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to Funding pursuant to the Funding GIC Account Agreement);
- (7) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as account bank under the Bank Account Agreement (the **Account Bank**, which expression shall include such person and all other persons for the time being acting as the account bank or account banks to Funding pursuant to the Bank Account Agreement);
- (8) **ABBEY NATIONAL TREASURY SERVICES PLC** acting through its office at 2 Triton Square, Regent's Place, London NW1 3AN (the **Funding Swap Provider**, which expression shall include such person and all other persons for the time being acting as the variable rate swap provider or providers and/or as the tracker rate swap provider or providers and/or as the fixed floating rate swap provider or providers pursuant to the Funding Swap Agreement);
- (9) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** (formerly known as SPV Management Limited) (registered in England and Wales No. 2548079) whose registered office is at Fifth Floor, 6 Broad Street Place, London EC2M 7JH (the **Corporate Services Provider**, which expression shall include such person and all other persons for the time being acting as the corporate service provider or corporate service providers pursuant to the Corporate Services Agreement);
- (10) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 as the new start-up loan provider pursuant to the Issue 2012-3

Start-up Loan Agreement made on the 2012-3 Closing Date with Funding and the Security Trustee (the **Issue 2012-3 Start-up Loan Provider** and the **New Funding Secured Creditor**); and

- (11) **THE BANK OF NEW YORK MELLON, LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London E14 5AL (the **Security Trustee**, which expression shall include such person and all other persons for the time being acting as the security trustee or security trustees pursuant to this Deed).

WHEREAS:

- (A) This supplemental funding deed of charge (the **Deed**) is supplemental to a deed of charge entered into on 26 July 2000 between, *inter alios*, Funding and the Security Trustee (as amended, restated, supplemented and/or acceded to from time to time, including without limitation on 23 May 2001, 5 July 2001, 8 November 2001, 7 November 2002, 26 March 2003, 1 April 2004, 8 December 2005, 8 August 2006, 28 November 2006, 28 March 2007, 21 December 2007, 10 April 2008 and 19 December 2008, 10 October 2010 and 12 November 2010 (the **Principal Deed** or **Funding Deed of Charge**)).
- (B) The parties hereto have agreed to supplement the Principal Deed in order to, *inter alia*, replace the Repayment Tests set out in paragraph 3 of Part 2 of Schedule 3 to the Funding Deed of Charge be in order to clarify that:
- (i) Funding Available Principal Receipts may not be applied to repay any Term NR Advances to the extent that to do so would cause the outstanding principal amount of Term NR Advances to fall below the balance of the NR Principal Deficiency Sub Ledger; and
 - (ii) to the extent that a partial repayment may be made in respect of a Term Advance without causing a breach of the Repayment Test, such partial repayment may be made.
- (C) Funding and the Issue 2012-3 Start-up Loan Provider have entered into a New Start-up Loan Agreement dated 8 June 2012 (the **Issue 2012-3 Start-up Loan Agreement**) whereby the Issue 2012-3 Start-up Loan Provider has agreed to make a New Start-up Loan to Funding and Funding has agreed to secure its obligations to the Start-up Loan Provider thereunder pursuant to the Funding Deed of Charge.
- (D) Funding has agreed to provide the Security Trustee with the benefit of the security described in the Funding Deed of Charge to secure Funding's obligations to the Funding Secured Creditors.
- (E) The terms of the Funding Deed of Charge permit Funding to secure its obligations to a New Funding Secured Creditor thereunder.
- (F) The New Funding Secured Creditor has agreed to enter into this Deed to accede to the provisions of the Funding Deed of Charge.
- (G) The Funding Secured Creditors have agreed to enter into this Deed to permit any consequential changes or amendments as may be required to give effect to this Accession Undertaking.

NOW THIS DEED WITNESSES as follows:

2. INTERPRETATION

The Seventh Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 12 November 2010 (as supplemented on 23 June 2011 and as the same may be amended, varied or supplemented from time

to time) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Seventh Amended and Restated Master Definitions and Construction Schedule (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined or indicated herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Seventh Amended and Restated Master Definitions and Construction Schedule.

3. AMENDMENTS TO THE PRINCIPAL DEED

The Principal Deed shall be modified on and from the Effective Date by replacing the text that appears in paragraph 3 of Part 2 of Schedule 3 to the Funding Deed of Charge with the following:

"3. Repayment Tests

If on an Interest Payment Date in respect of which principal in respect of any Term Advance is scheduled to be paid:

- (a) for any Term AA Advance, the amount of principal due (or any part thereof) in respect of any Term AA Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount;
- (b) for any Term A Advance, the amount of principal due (or any part thereof) in respect of any Term A Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount and the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount;
- (c) for any Term BBB Advance, the amount of principal due (or any part thereof) in respect of any Term BBB Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount, the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount and the Class M Available Subordinated Amount is at least equal to the Class M Required Subordinated Amount;
- (d) for any Term NR Advance, the amount of principal due (or any part thereof) in respect of any Term NR Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class of Master Issuer Notes: (i) the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount, the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount, the Class M Available Subordinated Amount is at least equal to the Class M Required Subordinated Amount and the Class C Available Subordinated Amount is at least equal to the Class C Required Subordinated Amount; and (ii) to the extent that to do so would not cause the outstanding principal amount of Term NR Advances to fall below the balance of the NR Principal Deficiency Sub Ledger,

save that:

- (i) a partial repayment may be made in respect of a Term Advance without causing a breach of any of the above repayment tests, such partial repayment may be made; and
- (ii) on any date, in calculating the Class A Available Subordinated Amount, the Class B Available Subordinated Amount, the Class M Available Subordinated Amount, and the Class C Available Subordinated Amount for such date for the purposes of this Clause 3:
 - (A) Stressed Excess Spread will be deemed to be zero; and
 - (B) references to the “aggregate amount of the First Reserve Fund” in the relevant definition of available subordinated amount in respect of the relevant Class of Master Issuer Notes shall instead be deemed to be an amount calculated as being the greater of either (i) the amount standing to the credit of the First Reserve Fund on the date that such calculation is made and (ii) if on any Interest Payment Date since the most recent Interest Payment Date (the **Reference Date**) on which the amount standing to the credit of the First Reserve Fund was at least equal to the First Reserve Fund Required Amount, the amount standing to the credit of the First Reserve Fund has been less than the amount standing to the credit of the First Reserve Fund on any preceding Interest Payment Date from and including the Reference Date, the First Reserve Fund Required Amount on such date”.

4. ACCESSION OF SANTANDER UK PLC AS ISSUE 2012-3 START-UP LOAN PROVIDER

4.1 Representations And Warranties

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

- (a) pursuant to the terms of the Issue 2012-3 Start-up Loan Agreement, Funding has agreed to pay to the New Funding Secured Creditor the amounts described in the Issue 2012-3 Start-up Loan Agreement; and
- (b) the Issue 2012-3 Start-up Loan Agreement expressly provides that all amounts due from Funding thereunder are to be secured by the Funding Deed of Charge.

4.2 Accession

In consideration of the New Funding Secured Creditor being accepted as a Funding Secured Creditor for the purposes of the Funding Deed of Charge by the parties thereto on and from the Effective Date, the New Funding Secured Creditor):

- (a) confirms that on and from the Effective Date, it intends to be a party to the Funding Deed of Charge as a Funding Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Seventh Amended and Restated Master Definitions and Construction Schedule (as the same may be amended, varied or restated from time to time) and the Funding Deed of Charge in its capacity as a Funding Secured Creditor, as if it had been an original party thereto;

- (c) undertakes to perform comply with and be bound by all of the provisions of the Funding Deed of Charge in its capacity as a Funding Secured Creditor, as if it had been an original party thereto as provided in Clause 31.8 (Funding Secured Creditors) (including without limitation Clauses 8.4 (Priorities of Payment — After Service of an Intercompany Loan Enforcement Notice), 8.5 (Application of Monies Received After Intercompany Loan Enforcement Notice) and 9.2 (No Enforcement by Funding Secured Creditors)); and
- (d) agrees that the Security Trustee shall be the Security Trustee of the Funding Deed of Charge for all Funding Secured Creditors upon and subject to the terms set out in the Funding Deed of Charge.

4.3 Scope Of The Funding Deed Of Charge

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

- (a) this Deed and the 2012-3 Start-up Loan Agreement shall each be treated as a Funding Agreement; and
- (b) the New Funding Secured Creditor shall be treated as a Funding Secured Creditor.

4.4 Notices And Demands

Any notice or communication under or in connection with this Deed, the Funding Deed of Charge or the Sixth Amended and Restated Master Definitions and Construction Schedule shall be given in the manner and at the times set out in Clause 30 (Notices and Demands) of the Funding Deed of Charge to the addresses given in this Clause or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

The address referred to in this Clause 4.4 for the New Funding Secured Creditor is:

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

For the attention of: Securitisation Team, Retail Credit Risk
Facsimile: +44 (0)20 7756 5627

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

5. FUTURE MODIFICATIONS TO THE CONFIRMATION TO THE FUNDING SWAP AGREEMENT

Each of the parties to this Deed (being all the Funding Secured Creditors) hereby consent to, and hereby authorise and direct the Security Trustee to concur in making, on or after the date hereof:

- (a) any modifications to the appendix (*Interim Exchange Amounts*) to the confirmation entered into as part of the Funding Swap Agreement in order to add new Party B Interim Exchange Dates, Part A Interim Exchange Dates and Interim Exchange Amounts (each as defined in the Funding Swap Agreement) in order to provide for the payment of an “Interim Exchange Amount” (as defined in the Funding Swap Agreement) by Funding to the Funding Swap

Provider on or around the Closing Date in respect of the new issuance of any Notes on or after the date hereof, and the payment of such Interim Exchange Amount (as defined in the Funding Swap Agreement) by the Funding Swap Provider to Funding on the first Interest Payment Date following the Closing Date for the relevant new issuance of Notes; and

- (b) any consequential modifications which are required, as the time of the modifications referred to in paragraph (a) above, in order to update (i) the date of such confirmation and (ii) the references in such confirmation to the Master Definitions and Construction Schedule applicable at the time such modifications are made.

6. SUPPLEMENTAL

Save as expressly amended by this Deed, the Principal Deed 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. The Principal Deed and this Deed shall henceforth be read and construed as one document and references in the Principal Deed to "this Deed" shall be read as references to the of Principal Deed as supplemented and amended by this Deed.

7. FURTHER PROVISIONS

7.1 Invalidity of any Provision

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

7.2 Severability

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

7.3 Variation

No variation of any provision(s) of this Deed shall be effective unless it is in writing and signed by (or by a person duly authorised by) each of the parties hereto.

7.4 Counterparts

This Deed may be signed (manually or by facsimile) and delivered in more than one counterpart all of which, taken together, shall constitute one and the same Deed. 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 upon at least one copy of this Deed having been executed and delivered by Funding, notwithstanding that this Deed has not then been executed and delivered by any other party hereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

7.5 Exclusion Of Third Party Rights

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

8. CHOICE OF LAW

8.1 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.

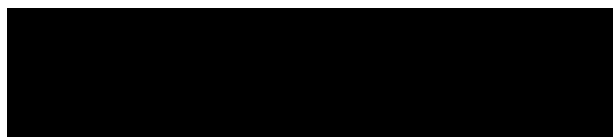
DULY EXECUTED AND DELIVERED AS A DEED by each of the parties hereto or on its behalf on the date appearing on page 1.

Funding

**EXECUTED as a DEED by
HOLMES FUNDING
LIMITED acting by**

Director

)
)
)
)
)



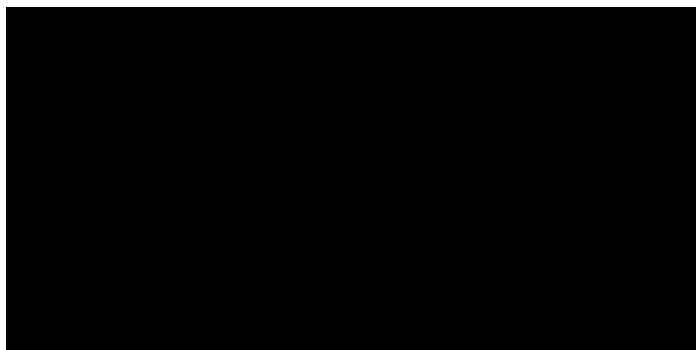
in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:



Master Issuer

**EXECUTED as a DEED by
HOLMES MASTER ISSUER
PLC acting by**

Director

in the presence of:

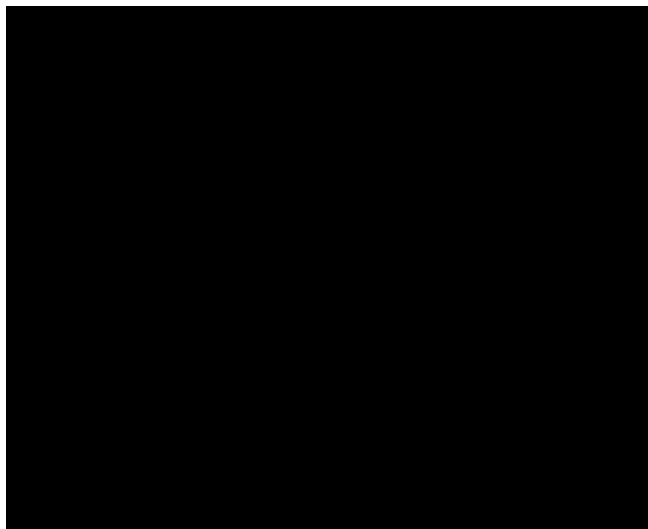
Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

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Seller

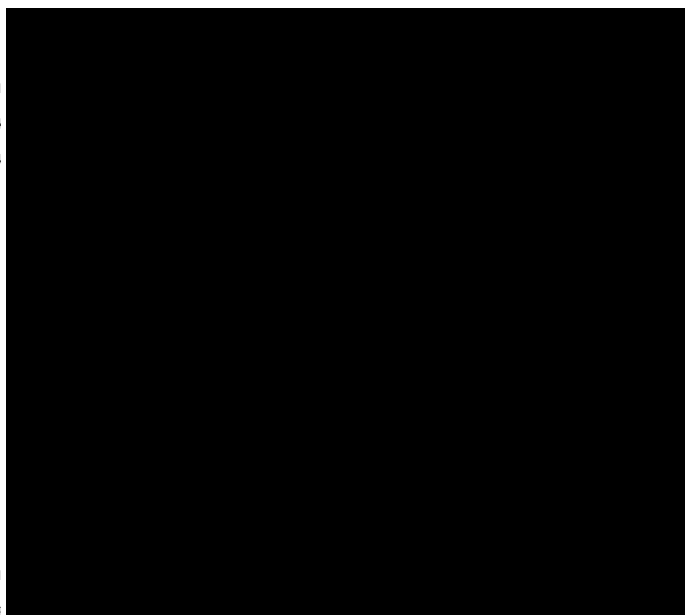
**EXECUTED as a DEED by
SANTANDER UK PLC
acting by its attorney in the presence of:**

Witness's Signature:

Name:

Address:

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)
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Cash Manager

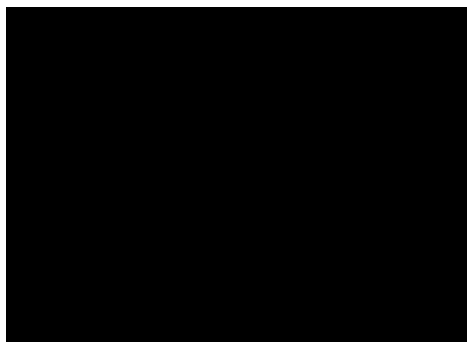
**EXECUTED as a DEED by
SANTANDER UK PLC
acting by its attorney in the presence of:**

Witness's Signature:

Name:

Address:

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Funding Swap Provider

EXECUTED as a **DEED** by
ABBAY NATIONAL TREASURY
SERVICES PLC
acting by its attorney in the presence of:

)
)
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Witness's Signature

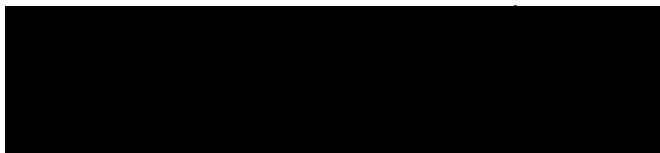
Name:

Address:

Account Bank

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

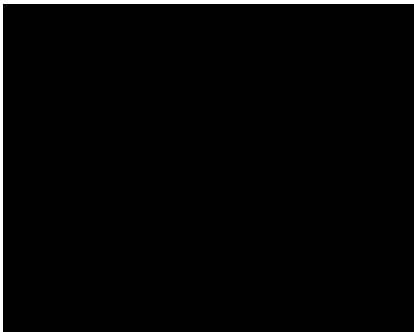
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Witness's Signature:

Name:

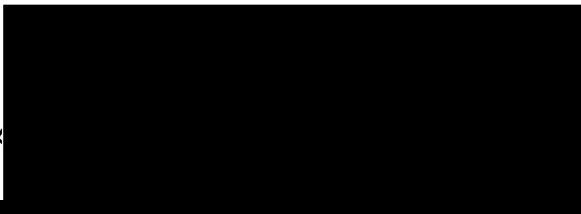
Address:



Funding GIC Provider

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

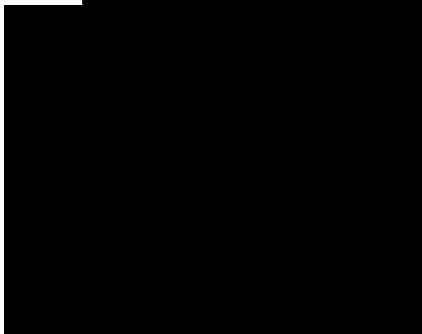
)
)
)



Witness's Signature:

Name:

Address:



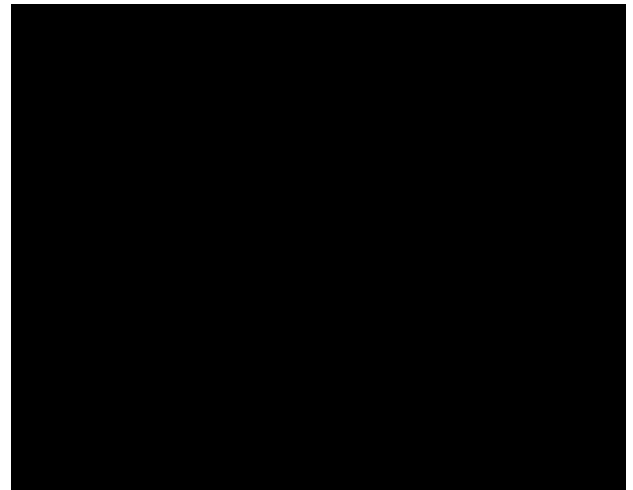
Corporate Services Provider

EXECUTED as a DEED by)
WILMINGTON TRUST SP)
SERVICES (LONDON) LIMITED)
acting by its attorney in the presence of:)

Witness's Signature:

Name:

Address:



The New Funding Secured Creditor

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

Witness's Signature:

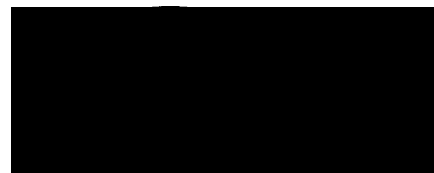
Name:

Address:



Security Trustee

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



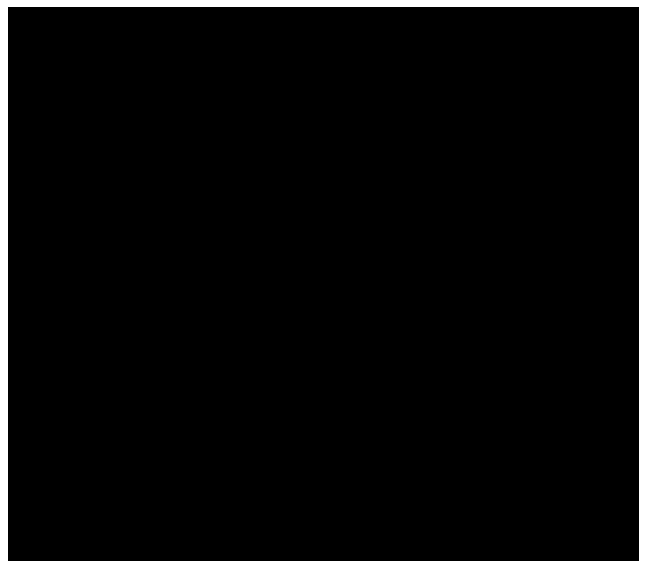
Mortgages Trustee

EXECUTED as a DEED by)
HOLMES TRUSTEES LIMITED)
acting by its attorney)
in the presence of:)

Witness:

Name:

Address:



EXECUTION VERSION

THIRD SUPPLEMENTAL FUNDING DEED OF CHARGE

DATED 29 JUNE 2012

**HOLMES FUNDING LIMITED
and
HOLMES MASTER ISSUER PLC
and
SANTANDER UK PLC
and
ABBEE NATIONAL TREASURY SERVICES PLC
and
WILMINGTON TRUST SP SERVICES (LONDON) LIMITED
and
THE BANK OF NEW YORK MELLON, LONDON BRANCH
and
HOLMES TRUSTEES LIMITED**

ALLEN & OVERY

Allen & Overy LLP

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THIS SUPPLEMENTAL AMENDED AND RESTATED DEED OF CHARGE is made on 29
June 2012 (the **Effective Date**)

BETWEEN:

- (1) **HOLMES FUNDING LIMITED** (registered in England and Wales No. 3982428) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**Funding**);
- (2) **HOLMES MASTER ISSUER PLC** (registered in England and Wales No. 5953811) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**the Master Issuer**);
- (3) **HOLMES TRUSTEES LIMITED** (registered in England and Wales No. 3982431) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**the Mortgages Trustee**);
- (4) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as seller under the Mortgage Sale Agreement (**the Seller**);
- (5) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as cash manager under the Cash Management Agreement (**the Cash Manager**, which expression shall include such person and all other persons for the time being acting as the cash manager or cash managers pursuant to the Cash Management Agreement);
- (6) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as GIC provider to Funding under the Funding GIC Account Agreement (**the Funding GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to Funding pursuant to the Funding GIC Account Agreement);
- (7) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as account bank under the Bank Account Agreement (**the Account Bank**, which expression shall include such person and all other persons for the time being acting as the account bank or account banks to Funding pursuant to the Bank Account Agreement);
- (8) **ABBEY NATIONAL TREASURY SERVICES PLC** acting through its office at 2 Triton Square, Regent's Place, London NW1 3AN (**the Funding Swap Provider**, which expression shall include such person and all other persons for the time being acting as the variable rate swap provider or providers and/or as the tracker rate swap provider or providers and/or as the fixed floating rate swap provider or providers pursuant to the Funding Swap Agreement);
- (9) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** (formerly known as SPV Management Limited) (registered in England and Wales No. 2548079) whose registered office is at Third Floor, 1 King's Arms Yard, London, EC2R 7AF (**the Corporate Services Provider**, which expression shall include such person and all other persons for the time being acting as the corporate service provider or corporate service providers pursuant to the Corporate Services Agreement);
- (10) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (**the Start-up Loan Provider**); and

- (11) **THE BANK OF NEW YORK MELLON, LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London E14 5AL (the **Security Trustee**, which expression shall include such person and all other persons for the time being acting as the security trustee or security trustees pursuant to this Deed).

WHEREAS:

- (A) This supplemental funding deed of charge (the **Deed**) is supplemental to a deed of charge entered into on 26 July 2000 between, *inter alios*, Funding and the Security Trustee (as amended, restated, supplemented and/or acceded to from time to time, including without limitation on 23 May 2001, 5 July 2001, 8 November 2001, 7 November 2002, 26 March 2003, 1 April 2004, 8 December 2005, 8 August 2006, 28 November 2006, 28 March 2007, 21 December 2007, 10 April 2008 and 19 December 2008, 10 October 2010, 12 November 2010 and 8 June 2012 (the **Principal Deed** or **Funding Deed of Charge**).
- (B) The parties hereto have agreed to supplement the Principal Deed in order to *inter alia* change the amount to be retained by Funding (pursuant to paragraph (x) of Part 1 of Schedule 3 to the Funding Deed of Charge) to a fixed amount.
- (C) Funding has agreed to provide the Security Trustee with the benefit of the security described in the Funding Deed of Charge to secure Funding's obligations to the Funding Secured Creditors.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

The Eighth Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on the date hereof is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Eighth Amended and Restated Master Definitions and Construction Schedule (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined or indicated herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Eighth Amended and Restated Master Definitions and Construction Schedule.

2. AMENDMENTS TO THE PRINCIPAL DEED

- 2.1 The Principal Deed shall be modified on and from the Effective Date by replacing paragraph (x) of Part 1 of Schedule 3 to the Funding Deed of Charge with the following:

" (x) *twenty-fourthly*, towards payment of £1,250 which shall be retained by Funding as profit in each accounting period or distributed by it by way of dividends to its shareholders".

- 2.2 The Principal Deed shall be modified on and from the Effective Date by replacing paragraph 3 of Part 2 of Schedule 3 to the Funding Deed of Charge with the following:

"3. Repayment Tests

If on an Interest Payment Date in respect of which principal in respect of any Term Advance is scheduled to be paid:

- (a) for any Term AA Advance, the amount of principal due (or any part thereof) in respect of any Term AA Advance may only be paid, if after giving effect to such payment and the

payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount;

- (b) for any Term A Advance, the amount of principal due (or any part thereof) in respect of any Term A Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount and the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount;
- (c) for any Term BBB Advance, the amount of principal due (or any part thereof) in respect of any Term BBB Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount, the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount and the Class M Available Subordinated Amount is at least equal to the Class M Required Subordinated Amount;
- (d) for any Term NR Advance, the amount of principal due (or any part thereof) in respect of any Term NR Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class of Master Issuer Notes: (i) the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount, the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount, the Class M Available Subordinated Amount is at least equal to the Class M Required Subordinated Amount and the Class C Available Subordinated Amount is at least equal to the Class C Required Subordinated Amount; and (ii) to the extent that to do so would not cause the outstanding principal amount of Term NR Advances to fall below the balance of the NR Principal Deficiency Sub Ledger,

save that:

- (i) to the extent that a partial repayment may be made in respect of a Term Advance without causing a breach of any of the above repayment tests, such partial repayment may be made; and
- (ii) on any date, in calculating the Class A Available Subordinated Amount, the Class B Available Subordinated Amount, the Class M Available Subordinated Amount, and the Class C Available Subordinated Amount for such date for the purposes of this Clause 3:

- (A) Stressed Excess Spread will be deemed to be zero; and

references to the “aggregate amount of the First Reserve Fund” in the relevant definition of available subordinated amount in respect of the relevant Class of Master Issuer Notes shall instead be deemed to be an amount calculated as being the greater of either (i) the amount standing to the credit of the First Reserve Fund on the date that such calculation is made and (ii) if on any Interest Payment Date since the most recent Interest Payment Date (the **Reference Date**) on which the amount standing to the credit of the First Reserve Fund was at least equal to the First Reserve Fund Required Amount, the amount standing to the credit of the First Reserve Fund has been less than the amount standing to the credit of the First

Reserve Fund on any preceding Interest Payment Date from and including the Reference Date, the First Reserve Fund Required Amount on such date".

3. SCOPE OF THE FUNDING DEED OF CHARGE

Funding and the Security Trustee hereby agree that for relevant purposes under the Funding Deed of Charge and the Eighth Amended and Restated Master Definitions and Construction Schedule, this Deed shall be treated as a Funding Agreement.

4. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Funding Deed of Charge or the Eighth Amended and Restated Master Definitions and Construction Schedule shall be given in the manner and at the times set out in Clause 30 (Notices and Demands) of the Funding Deed of Charge.

5. SUPPLEMENTAL

Save as expressly amended by this Deed, the Principal Deed 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. The Principal Deed and this Deed shall henceforth be read and construed as one document and references in the Principal Deed to "this Deed" shall be read as references to the of Principal Deed as supplemented and amended by this Deed.

6. FURTHER PROVISIONS

6.1 Invalidity of any Provision

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

6.2 Severability

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

6.3 Variation

No variation of any provision(s) of this Deed shall be effective unless it is in writing and signed by (or by a person duly authorised by) each of the parties hereto.

6.4 Counterparts

This Deed may be signed (manually or by facsimile) and delivered in more than one counterpart all of which, taken together, shall constitute one and the same Deed. 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 upon at least one copy of this Deed having been executed and delivered by

Funding, notwithstanding that this Deed has not then been executed and delivered by any other party hereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

6.5 Exclusion Of Third Party Rights

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

7. CHOICE OF LAW

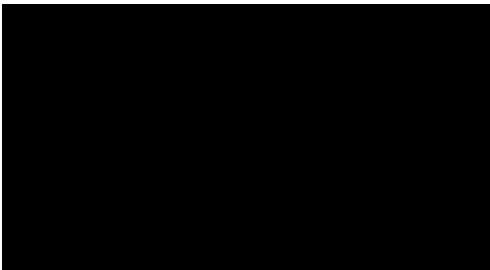
7.1 Governing Law

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.

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

Funding

EXECUTED as a DEED by)
HOLMES FUNDING)
LIMITED acting by)
)
Director)



in the presence of:

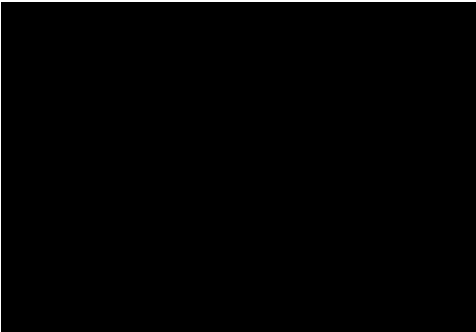
Signature of witness: [Redacted]
Name of witness: [Redacted]
Address of witness: [Redacted]
Occupation of witness: [Redacted]

Master Issuer

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HOLMES MASTER ISSUER
PLC acting by

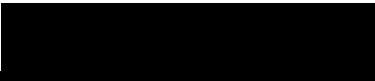
Director

)
)
)
)
)

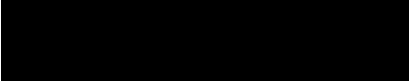


in the presence of:

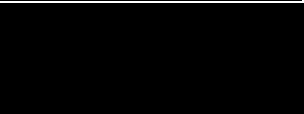
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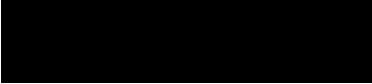
Name of witness:



Address of witness:



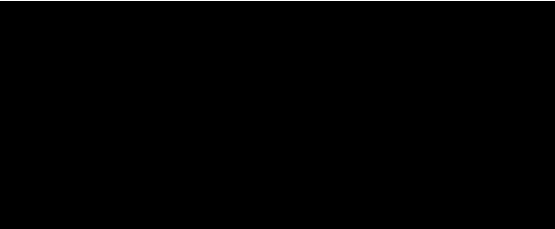
Occupation of witness:



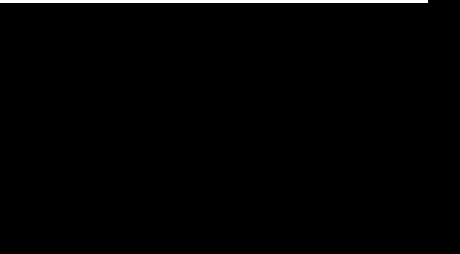
Seller

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

)
)
)



Witness's Signature:



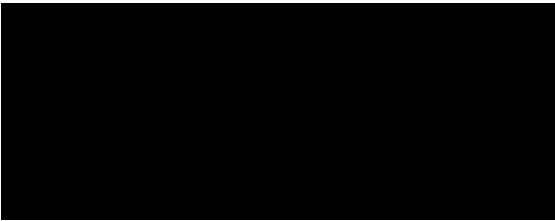
Name:

Address:

Cash Manager

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

)
)
)

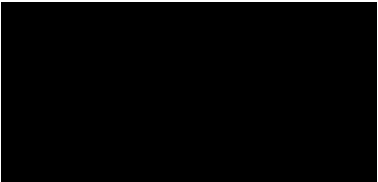


Witness's Signature:



Name:

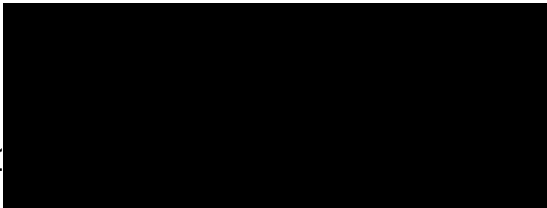
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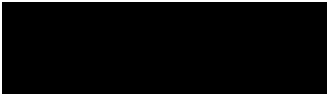
Funding Swap Provider

EXECUTED as a **DEED** by
ABBEY NATIONAL TREASURY
SERVICES PLC
acting by its attorney in the presence of:

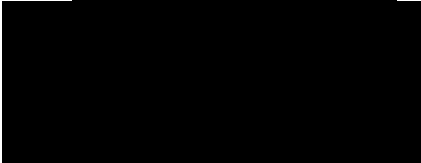
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)
)
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Witness's Signature



Name:

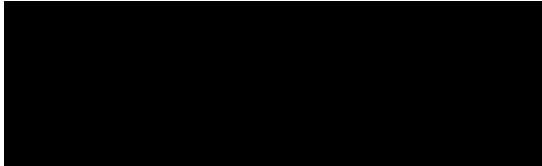


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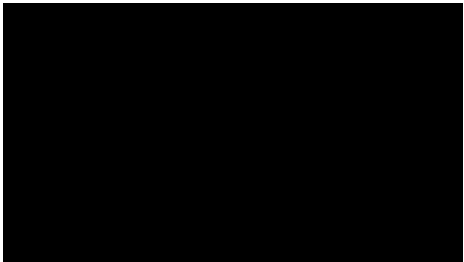
Account Bank

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

)
)
)



Witness's Signature:



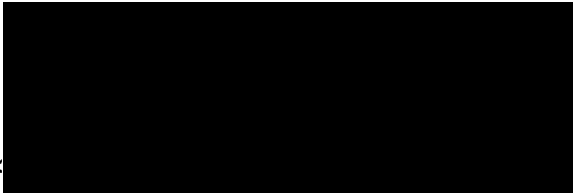
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Address:

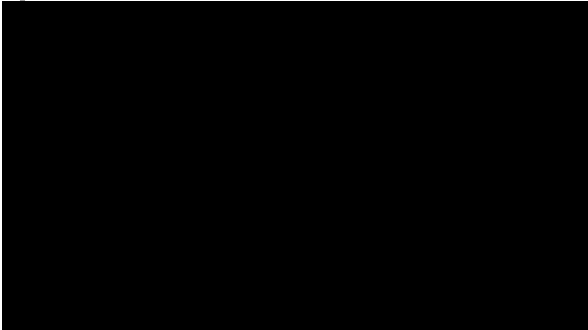
Funding GIC Provider

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

)
)
)
)



Witness's Signature:

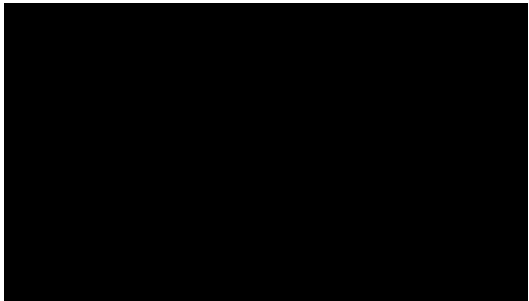


Name:

Address:

Corporate Services Provider

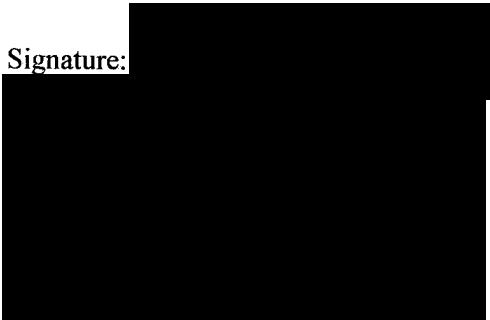
EXECUTED as a DEED by)
WILMINGTON TRUST SP)
SERVICES (LONDON) LIMITED)
acting by its attorney in the presence of:)



Witness's Signature:

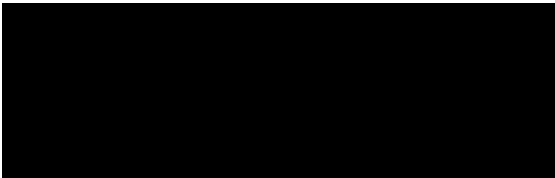
Name:

Address:



The Start-up Loan Provider

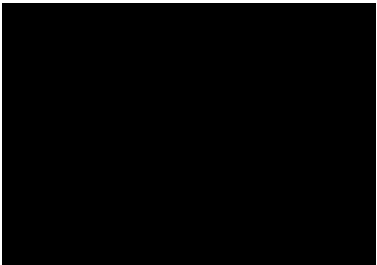
EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its attorney in the presence of:)



Witness's Signature:

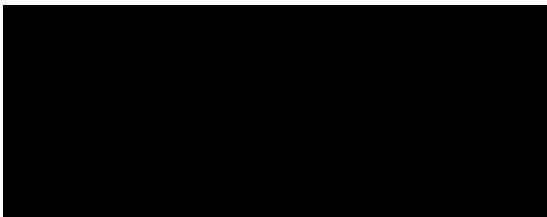
Name:

Address:



Security Trustee

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



Mortgages Trustee

EXECUTED as a **DEED** by)
HOLMES TRUSTEES LIMITED acting by)
Director)
)



in the presence of:

Signature of witness: [Redacted]

Name of witness: [Redacted]

Address of witness: [Redacted]

Occupation of witness: [Redacted]

EXECUTION VERSION

FOURTH SUPPLEMENTAL FUNDING DEED OF CHARGE

DATED 7 MARCH **2013**

HOLMES FUNDING LIMITED
and
HOLMES MASTER ISSUER PLC
and
SANTANDER UK PLC
and
ABBEE NATIONAL TREASURY SERVICES PLC
and
WILMINGTON TRUST SP SERVICES (LONDON) LIMITED
and
THE BANK OF NEW YORK MELLON, LONDON BRANCH
and
HOLMES TRUSTEES LIMITED

ALLEN & OVERY

Allen & Overy LLP

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THIS FOURTH SUPPLEMENTAL DEED OF CHARGE is made on 7 March 2013 (the **Effective Date**)

BETWEEN:

- (1) **HOLMES FUNDING LIMITED** (registered in England and Wales No. 3982428) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**Funding**);
- (2) **HOLMES MASTER ISSUER PLC** (registered in England and Wales No. 5953811) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**);
- (3) **HOLMES TRUSTEES LIMITED** (registered in England and Wales No. 3982431) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Mortgages Trustee**);
- (4) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as seller under the Mortgage Sale Agreement (the **Seller**);
- (5) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as cash manager under the Cash Management Agreement (the **Cash Manager**, which expression shall include such person and all other persons for the time being acting as the cash manager or cash managers pursuant to the Cash Management Agreement);
- (6) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as GIC provider to the Mortgages Trustee under the Mortgages Trustee Guaranteed Investment Contract (the **Mortgages GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to the Mortgages Trustee pursuant to the Mortgages Trustee Guaranteed Investment Contract) and GIC provider to Funding under the Funding Guaranteed Investment Contract (the **Funding GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to Funding pursuant to the Funding Guaranteed Investment Contract);
- (7) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as Account Bank in respect of the Mortgages Trustee GIC Account and the Funding GIC Account under the Bank Account Agreement (**Account Bank B**, which expression shall include such person and all other persons for the time being acting as the account bank or account banks to Funding in respect of the Mortgages Trustee GIC Account and the Funding GIC Account pursuant to the Bank Account Agreement);
- (8) **ABBEY NATIONAL TREASURY SERVICES PLC** acting through its office at 2 Triton Square, Regent's Place, London NW1 3AN (the **Funding Swap Provider**, which expression shall include such person and all other persons for the time being acting as the variable rate swap provider or providers and/or as the tracker rate swap provider or providers and/or as the fixed floating rate swap provider or providers pursuant to the Funding Swap Agreement);
- (9) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** (formerly known as SPV Management Limited) (registered in England and Wales No. 2548079) whose registered office is at Third Floor, 1 King's Arms Yard, London, EC2R 7AF (the **Corporate Services Provider**, which

expression shall include such person and all other persons for the time being acting as the corporate service provider or corporate service providers pursuant to the Corporate Services Agreement);

- (10) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (the **Start-up Loan Provider**);
- (11) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (as **2013 Funding First Reserve Fund Start-up Loan Provider**);
- (12) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (a **New Funding Secured Creditor** and **Funding Loan Provider**);
- (13) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London, E14 5AL, in its capacity as Account Bank in respect of the Funding Transaction Account under the Bank Account Agreement (a **New Funding Secured Creditor** and **Account Bank A**, which expressions shall include such person and all other persons for the time being acting as the account bank or account banks to Funding in respect of the Funding Transaction Account pursuant to the Bank Account Agreement); and
- (14) **THE BANK OF NEW YORK MELLON, LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London E14 5AL (the **Security Trustee**, which expression shall include such person and all other persons for the time being acting as the security trustee or security trustees pursuant to this Deed).

WHEREAS:

- (A) This supplemental funding deed of charge (the **Deed**) is supplemental to a deed of charge entered into on 26 July 2000 between, *inter alios*, Funding and the Security Trustee (as amended, restated, supplemented and/or acceded to from time to time, including without limitation on 23 May 2001, 5 July 2001, 8 November 2001, 7 November 2002, 26 March 2003, 1 April 2004, 8 December 2005, 8 August 2006, 28 November 2006, 28 March 2007, 21 December 2007, 10 April 2008 and 19 December 2008, 10 October 2010, 12 November 2010, 8 June 2012 and 29 June 2012 (the **Principal Deed** or **Funding Deed of Charge**).
- (B) The terms of Clause 5.5 of the Funding Deed of Charge permit Funding to secure its obligations to a New Funding Secured Creditor thereunder.
- (C) The New Funding Secured Creditors have agreed to enter into this Deed to accede to the provisions of the Funding Deed of Charge.
- (D) Funding has agreed to provide the Security Trustee with the benefit of the security described in the Funding Deed of Charge to secure Funding's obligations to the Funding Secured Creditors.
- (E) The Funding Secured Creditors have agreed to enter into this Deed to permit any consequential changes or amendments as may be required to give effect to this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

The Tenth Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Linklaters LLP on the date hereof (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined or indicated herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Schedule.

2. AMENDMENTS TO THE PRINCIPAL DEED

- 2.1 The Principal Deed shall be modified on and from the Effective Date by replacing part 1 (Funding Pre-Enforcement Revenue Priority of Payments) of schedule 3 (Funding Priority of Payments) to the Funding Deed of Charge with the wording appearing at Schedule 1 hereto.
- 2.2 The Principal Deed shall be modified on and from the Effective Date by replacing part 2 (Rules of Application of Funding Available Principal Receipts and Funding Principal Receipts) of schedule 3 (Funding Priority of Payments) to the Funding Deed of Charge with the wording appearing at Schedule 2 hereto.
- 2.3 The Principal Deed shall be modified on and from the Effective Date by replacing part 3 (Funding Post-Enforcement Priority of Payments) of schedule 3 (Funding Priority of Payments) to the Funding Deed of Charge with the wording appearing at Schedule 3 hereto.
- 2.4 The Principal Deed shall be modified on and from the Effective Date by adding a new clause 7.7 (Santander A-2/P-2/F2 Account) as follows:

"7.7 Santander A-2/P-2/F2 Account

Amounts which cannot be withdrawn from the Santander A-2/P-2/F2 Account (including without limitation, in the event of a moratorium on insolvency, bank insolvency, administration or bank administration of Santander UK or it being unable to pay these amounts) shall cease to constitute Funding Available Principal Receipts or Funding Available Revenue Receipts (as appropriate) and shall not be available to be applied in accordance with the Funding Priorities of Payments."

3. ACCESSION

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

- (a) confirms that as from the date hereof, it intends and agrees to be a party to the Funding Deed of Charge as a Funding Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Schedule (as the same may be amended, varied or restated from time to time) and the Funding Deed of Charge in its capacity as a Funding Secured Creditor, as if it had been an original party thereto;
- (c) undertakes to perform, comply with and be bound by all of the provisions of the Funding Deed of Charge in its capacity as a Funding Secured Creditor, as if it had been an original party thereto as provided in Clause 31.8 (Funding Secured Creditors) (including without

limitation Clauses 8.4 (Priorities of Payment – After Service of an Intercompany Loan Enforcement Notice), 8.5 (Application of Monies Received After Intercompany Loan Enforcement Notice) and 9.2 (No Enforcement by Funding Secured Creditors)); and

- (d) agrees that the Security Trustee shall be the Security Trustee of the Funding Deed of Charge for all Funding Secured Creditors upon and subject to the terms set out in the Funding Deed of Charge.

4. FUNDING AGREEMENT

Funding and the Security Trustee hereby agree that for relevant purposes under the Funding Deed of Charge and the Master Definitions and Construction Schedule, this Deed shall be treated as a Funding Agreement.

5. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Funding Deed of Charge or the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in Clause 30 (Notices and Demands) of the Funding Deed of Charge.

The address referred to in this Clause 5 for each New Funding Secured Creditor is:

The Bank of New York Mellon, acting through its London Branch
40th Floor
One Canada Square
London
E14 5AL

For the attention of: Structured Finance Corporate Trust Administration
Facsimile: +44 20 7964 2533

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

For the attention of: Securitisation Team, Retail Credit Risk
Facsimile: +44 (0)20 7756 5627

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

6. SUPPLEMENTAL

Save as expressly amended by this Deed, the Principal Deed 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. The Principal Deed and this Deed shall henceforth be read and construed as one document and references in the Principal Deed to "this Deed" shall be read as references to the of Principal Deed as supplemented and amended by this Deed.

7. FURTHER PROVISIONS

7.1 Invalidity of any Provision

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

7.2 Severability

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

7.3 Variation

No variation of any provision(s) of this Deed shall be effective unless it is in writing and signed by (or by a person duly authorised by) each of the parties hereto.

7.4 Counterparts

This Deed may be signed (manually or by facsimile) and delivered in more than one counterpart all of which, taken together, shall constitute one and the same Deed. 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 upon at least one copy of this Deed having been executed and delivered by Funding, notwithstanding that this Deed has not then been executed and delivered by any other party hereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

7.5 Exclusion Of Third Party Rights

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

8. CHOICE OF LAW

8.1 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.

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

Funding

EXECUTED as a **DEED** by)
HOLMES FUNDING)
LIMITED acting by two directors)

Master Issuer

EXECUTED as a **DEED** by)
HOLMES MASTER ISSUER)
PLC acting by two directors)

Seller

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

Witness's Signature:

Name:

Address:

Cash Manager

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

Witness's Signature:

Name:

Address:

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


Funding

EXECUTED as a **DEED** by)
HOLMES FUNDING)
LIMITED acting by two directors)

Master Issuer

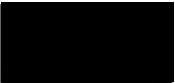
EXECUTED as a **DEED** by)
HOLMES MASTER ISSUER)
PLC acting by two directors)

Seller

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

Witness's Signature: 
Name: 
Address: 

Cash Manager

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

Witness's Signature: 
Name: 
Address: 

Funding Swap Provider

EXECUTED as a **DEED** by
ABBEY NATIONAL TREASURY
SERVICES PLC
acting by its attorney in the presence of:

)
)
)
)



Witness's Signature:

Name:

Address:

Account Bank B

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

)
)
)



Witness's Signature:

Name:

Address:

Corporate Services Provider

EXECUTED as a **DEED** by
WILMINGTON TRUST SP
SERVICES (LONDON) LIMITED
acting by its attorney in the presence of:

)
)
)
)

Witness's Signature:

Name:

Address:

Funding Swap Provider

EXECUTED as a **DEED** by)
ABBEY NATIONAL TREASURY)
SERVICES PLC)
acting by its attorney in the presence of:)

Witness's Signature

Name:

Address:

Account Bank B

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

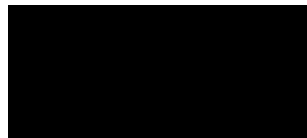
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Name:

Address:

Corporate Services Provider

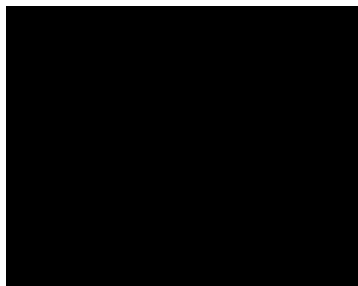
EXECUTED as a **DEED** by)
WILMINGTON TRUST SP)
SERVICES (LONDON) LIMITED)
acting by its attorney in the presence of:)



Witness's Signature:

Name:

Address:



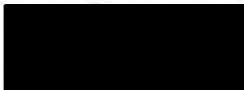
Funding GIC Provider

EXECUTED as a DEED by
SANTANDER UK PLC
acting by its attorney in the presence of:

)
)
)



Witness's Signature:



Name:



Address:

Mortgages GIC Provider

EXECUTED as a DEED by
SANTANDER UK PLC
acting by its attorney in the presence of:

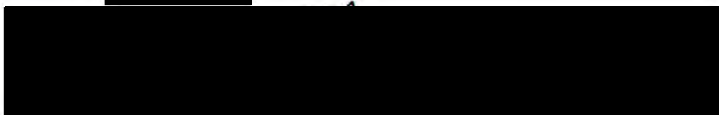
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Witness's Signature:



Name:



Address:

The Start-up Loan Provider

EXECUTED as a DEED by
SANTANDER UK PLC
acting by its attorney in the presence of:

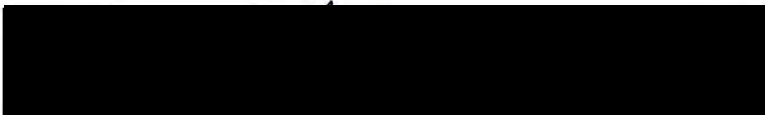
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Name:

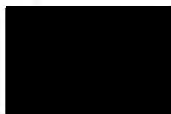


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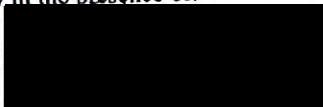
New Funding Secured Creditor and Funding Loan Provider

EXECUTED as a DEED by
SANTANDER UK PLC
acting by its attorney in the presence of:

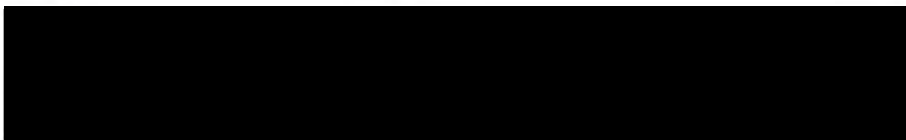
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)



Witness's Signature:



Name:



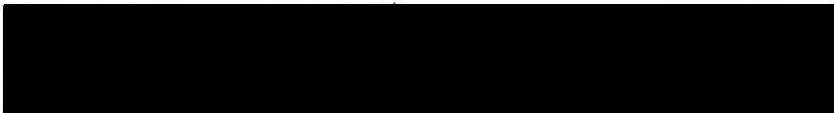
Address:

2013 Funding First Reserve Fund Start-up Loan Provider

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

Witness's Signature: 

Name: 

Address: 

Security Trustee

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

New Funding Secured Creditor and Account Bank A

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

Mortgages Trustee

EXECUTED as a **DEED** by)
HOLMES TRUSTEES LIMITED)
acting by two directors)

2013 Funding First Reserve Fund Start-up Loan Provider

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

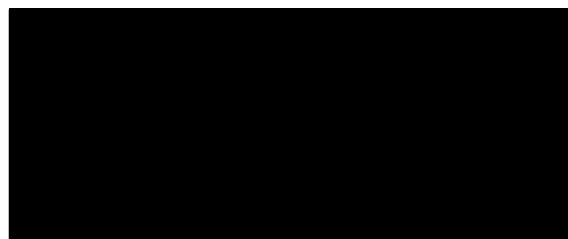
Witness's Signature:

Name:

Address:

Security Trustee

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



New Funding Secured Creditor and Account Bank A

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

Mortgages Trustee

EXECUTED as a DEED by)
HOLMES TRUSTEES LIMITED)
acting by two directors)

2013 Funding First Reserve Fund Start-up Loan Provider

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

Witness's Signature:

Name:

Address:

Security Trustee

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

New Funding Secured Creditor and Account Bank A

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



Mortgages Trustee

EXECUTED as a DEED by)
HOLMES TRUSTEES LIMITED)
acting by two directors)

2013 Funding First Reserve Fund Start-up Loan Provider

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

Witness's Signature:

Name:

Address:

Security Trustee

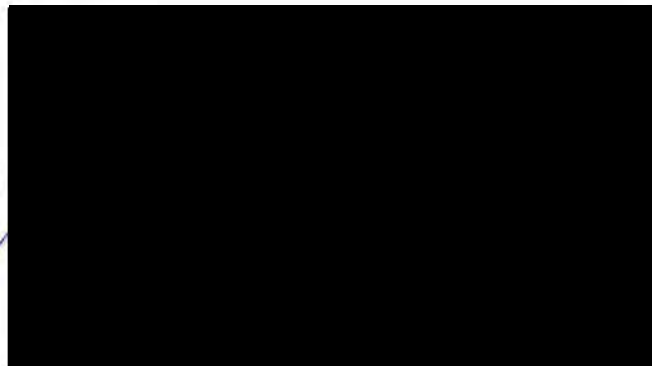
EXECUTED as a DEED by)
THE BANK OF)
NEW YORK MELLON, ACTING THROUGH ITS)
LONDON BRANCH)
acting by its duly authorised signatory)

New Funding Secured Creditor and Account Bank A

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

Mortgages Trustee

EXECUTED as a DEED by)
HOLMES TRUSTEES LIMITED)
acting by two directors)



SCHEDULE 1

FUNDING PRE-ENFORCEMENT REVENUE PRIORITY OF PAYMENTS

On each Intercompany Loan Determination Date, Funding or the Cash Manager in its place will determine the Funding Available Revenue Receipts available to pay the amount set out below on the immediately succeeding Interest Payment Date.

Funding Available Revenue Receipts will be applied on each Interest Payment Date (or, in the case of amounts due by Funding or the Master Issuer, as the case may be, to third parties or to the Master Issuer Account Banks pursuant to item (a) below or to the Account Banks pursuant to item (c) below, on the date when due) until enforcement of the Funding Security or until such time as there are no amounts outstanding under any Intercompany Loan Agreements, in making such payments and provisions in the following order of priority (the **Funding Pre-Enforcement Revenue Priority of Payments**) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *firstly*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any remuneration then due and payable to the Security Trustee and any other amounts then due or to become due to the Security Trustee in the immediately succeeding Interest Period under the provisions of this Funding Deed of Charge together with interest and any amounts in respect of VAT thereon as provided herein;
 - (ii) any amounts due to the Master Issuer under the Master Issuer Intercompany Loan Agreement in respect of the Master Issuer's obligations specified in items (a) to (c) inclusive of the Master Issuer Pre-Enforcement Revenue Priority of Payments or, as the case may be, items (a) and (b) of the Master Issuer Post-Enforcement Priority of Payments; and
 - (iii) any amounts due and payable by Funding to third parties (other than those referred to below) and incurred without breach by Funding of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and to provide for any such amounts expected to become due and payable by Funding in the immediately succeeding Interest Period and to pay or discharge any liability of Funding for corporation tax on any chargeable income, profit or gain of Funding;
- (b) *secondly*, in or towards satisfaction of any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Cash Manager in the immediately succeeding Interest Period under the provisions of the Cash Management Agreement, together with amounts in respect of VAT thereon as provided therein;
- (c) *thirdly*, in or towards satisfaction *pro rata* and *pari passu*, according to the respective amounts thereof, of amounts (if any) due to the Account Banks (including costs) pursuant to the terms of the Bank Account Agreement and to the Corporate Services Provider pursuant to the terms of the Corporate Services Agreement;
- (d) *fourthly*, in or towards satisfaction of amounts due and payable (if any) by Funding to the Funding Swap Provider pursuant to the Funding Swap Agreement, except for any termination payments due and payable by Funding under the Funding Swap Agreement following a Funding Swap Provider Default in respect of the Funding Swap Provider;

- (e) *fifthly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term AAA Advance, interest then due and payable on each of the Term AAA Advances in relation to the Intercompany Loans;
- (f) *sixthly*, to make provision for a credit to the AAA Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (g) *seventhly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term AA Advance, interest then due and payable on each of the Term AA Advances in relation to the Intercompany Loans;
- (h) *eighthly*, to make provision for a credit to the AA Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (i) *ninthly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term A Advance, interest then due and payable on each of the A Advances in relation to the Intercompany Loans;
- (j) *tenthly*, to make provision for a credit to the A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (k) *eleventhly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term BBB Advance, interest then due and payable on each of the Term BBB Advances in relation to the Intercompany Loans;
- (l) *twelfthly*, to make provision for a credit to the BBB Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (m) *thirteenthly*, to pay *pro rata* and *pari passu* according to the respective amounts thereof any amounts due to the Master Issuer in respect of the Master Issuer's obligation (if any) to make a termination payment due to any Master Issuer Swap Provider (but excluding any termination payment due to a Master Issuer Swap Provider as a result of a Master Issuer Swap Provider Default or a Master Issuer Downgrade Termination Event);
- (n) *fourteenthly*, (to the extent that any Rated Notes are outstanding), to credit the First Reserve Ledger in an amount up to the First Reserve Fund Required Amount;
- (o) *fifteenthly*, if an Arrears Trigger Event has occurred and to the extent that any Rated Notes are outstanding, to credit all remaining amounts to the First Reserve Ledger in an amount up to the First Reserve Fund Additional Required Amount;
- (p) *sixteenthly* (to the extent that any Rated Notes are outstanding), on each Interest Payment Date following a Funding Liquidity Reserve Fund Relevant Event, to credit the Funding Liquidity Reserve Ledger in an amount up to the Funding Liquidity Reserve Fund Required Amount;
- (q) *seventeenthly*, to make provision for a credit to *pro rata* and *pari passu* (i) the NR Principal Deficiency Sub Ledger and (ii) the Funding Loan Principal Deficiency Sub Ledger, in each case, in an amount sufficient to eliminate any debit thereon;
- (r) *eighteenthly*, to pay *pro rata* and *pari passu* (i) interest in respect of the Funding Loan to the extent due and payable and (ii) according to the respective amounts outstanding of each Term NR Advance, interest then due and payable on each of the Term NR Advances in relation to the Intercompany Loans;

- (s) *nineteenthly*, to pay *pro rata* and *pari passu* according to the respective amounts due:
 - (i) to the Master Issuer in respect of the Master Issuer's obligations specified in item (i) of the Master Issuer Pre-Enforcement Revenue Priority of Payments or, as the case may be, items (viii), (ix), (x), (xi) and (xii) of the Master Issuer Post-Enforcement Priority of Payments;
 - (ii) any other amounts due to the Master Issuer under the Master Intercompany Loan Agreement and not otherwise provided for in this order of priorities; and
 - (iii) after the occurrence of a Funding Swap Provider Default, amounts due to the Funding Swap Provider in respect of any termination payments due and payable by Funding under the Funding Swap Agreement;
- (t) *twentiethly*, to the extent that any Rated Notes are outstanding and for as long as any of the Existing Notes are outstanding, to credit the Second Reserve Ledger in an amount up to the Second Reserve Fund Required Amount;
- (u) *twenty-firstly*, to the extent that any Rated Notes are outstanding and for as long as any of the Existing Notes are outstanding, to credit the Third Reserve Ledger in an amount up to the Third Reserve Fund Required Amount;
- (v) *twenty-secondly*, to the extent that any Rated Notes are outstanding, to credit the Funding Reserve Ledger in an amount up to the Funding Reserve Fund Required Amount;
- (w) *twenty-thirdly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding thereof:
 - (i) any amounts due to each of the Start-up Loan Providers under the Start-up Loan Agreements; and
 - (ii) any amounts in respect of Funding Loan Amounts due from Funding under the Existing Notes Redemption Reserve Loan Agreement;
- (x) *twenty-fourthly*, towards payment of £1,250 which shall be retained by Funding as profit in each accounting period or distributed by it by way of dividends to its shareholders;
- (y) *twenty-fifthly*, towards payment of any additional consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement (such additional consideration together with the Postponed Deferred Consideration, known as **Deferred Consideration**) other than any Postponed Deferred Consideration; and
- (z) *twenty-sixthly*, towards payment of the Postponed Deferred Consideration.

SCHEDULE 2

RULES FOR APPLICATION OF FUNDING AVAILABLE PRINCIPAL RECEIPTS AND FUNDING PRINCIPAL RECEIPTS

On each Intercompany Loan Determination Date, Funding or the Cash Manager in its place will determine the Funding Available Principal Receipts available to repay the Term Advances on the immediately succeeding Interest Payment Date.

1. General principles for application of Funding Available Principal Receipts prior to the occurrence of a Trigger Event or enforcement of the Funding Security

On each Interest Payment Date prior to the occurrence of a Trigger Event or enforcement of the Funding Security, Funding or the Cash Manager on its behalf will apply Funding Available Principal Receipts as follows:

- (a) *first*, to replenish the First Reserve Fund to the extent only that monies have been drawn from the First Reserve Fund to repay principal amounts then due and payable on the First Reserve Fund Term Advances;
- (b) *second*, if the Funding Liquidity Reserve Fund has been established, after the application of Funding Available Revenue Receipts, to fund or replenish the Funding Liquidity Reserve Fund up to the amount of the Funding Liquidity Reserve Required Amount;
- (c) *third*, to repay any Term AAA Advances which are Bullet Term Advances and/or Scheduled Amortisation Term Advances that are then due and payable *provided that*, if on any Interest Payment Date amounts are due and payable under more than one Term AAA Advance (which is a Bullet Term Advance or Scheduled Amortisation Advance whether in respect of the Master Intercompany Loans or any New Intercompany Loans), then Funding or the Cash Manager (on behalf of Funding) will apply Funding Available Principal Receipts to repay the Term AAA Advances with the earliest Final Maturity Date and then the next earliest, and so on. If, in this instance, any Term AAA Advances (which are Bullet Term Advances or Scheduled Amortisation Term Advances) have the same Final Maturity Date, then Funding or the Cash Manager (on behalf of Funding) will apply Funding Available Principal Receipts to repay those Term AAA Advances *pro rata* and *pari passu* but in proportion to their respective amounts due;

- (d) *fourth*, to maintain in the Cash Accumulation Ledger an amount equal to the greater of zero and an amount equal to:

$$A - B$$

where:

A = the amount standing to the credit of the Cash Accumulation Ledger immediately prior to such Interest Payment Date, and

B = the amounts applied to repay the Bullet Term Advances and Scheduled Amortisation Term Advances repaid under item (c) above;

- (e) *fifth*, to repay any Term AAA Advances which are Pass Through Term Advances that are then due and payable *provided that*, if on any Interest Payment Date amounts are due and payable under more than one Term AAA Advance which are Pass Through Term Advances,

then Funding or the Cash Manager (on behalf of Funding) will apply Funding Available Principal Receipts to repay the Term AAA Advance which is a Pass Through Term Advance with the earliest Final Maturity Date and then the next earliest, and so on. If, in this instance, any Term AAA Advances which are Pass Through Term Advances have the same Final Maturity Date, then Funding will apply Funding Available Principal Receipts to repay those Term AAA Advances *pro rata* and *pari passu* but in proportion to their respective amounts due;

- (f) *sixth*, subject to a stopper (as defined below) to the payment of Term Advances ranking below AAA not applying and subject to the repayment tests detailed in Paragraph 3 (Repayment Tests) below, to repay (i) all other outstanding Term Advances which are then due and payable in order of priority of their respective Term Advance Ratings (first the Term Advances with the highest Term Advance Rating, and thereafter the Term Advances with the next highest Term Advance Rating, and so on, down to the Term Advances with the lowest Term Advance Rating (being, for the avoidance of doubt the Term NR Advance)) and (ii) the Funding Loan. Provided that (i) the Funding Loan ranks *pro rata* and *pari passu* with the Term NR Advances (according to the respective amounts outstanding of each Term NR Advance) and (ii) in relation to Term Advances with the same Term Advance Rating, Funding or the Cash Manager (on behalf of Funding) will apply Funding Available Principal Receipts to repay Term Advances with the earliest Final Maturity Date and then the next earliest, and so on. If, in this instance, any Term Advances with the same Term Advance Rating have the same Final Maturity Date, then Funding will apply Funding Available Principal Receipts to repay them *pro rata* and *pari passu* but in proportion to their respective amounts due; and
- (g) *seventh*, following application of the Funding Available Principal Receipts in accordance with this Paragraph 1, any remaining Funding Available Principal Receipts shall remain in the Funding Principal Ledger.

2. Stoppers to the payment of principal in respect of Term Advances ranking below the most senior Term Advance outstanding:

If, on an Interest Payment Date, prior to the occurrence of a Trigger Event or enforcement of the Funding Security:

- (i) after the application of Funding Available Revenue Receipts on the relevant Interest Payment Date, a principal loss has been recorded on the Principal Deficiency Ledger in respect of any of the Term BBB Advances, the Term A Advances or the Term AA Advances under any Intercompany Loan; or
- (ii) monies standing to the credit of the First Reserve Fund have been used, on or prior to the relevant Interest Payment Date, to cure a Principal Deficiency in respect of any of the Term BBB Advances and/or the Term A Advances and/or the Term AA Advances under any Intercompany Loan, and the First Reserve Fund has not been replenished by a corresponding amount on the relevant Interest Payment Date; or
- (iii) the aggregate Outstanding Principal Balance of Loans in the Mortgages Trust, in respect of which the aggregate amount in arrears is more than three times the aggregate monthly payment then due, is more than 5 per cent. of the aggregate Outstanding Principal Balance of Loans in the Mortgages Trust,

(each such event described in (i) to (iii) inclusive above, being a **stopper**)

then, Funding or the Cash Manager on its behalf shall not be entitled to apply any Funding Available Principal Receipts to repay any Term NR Advances, any Term BBB Advances, any Term A Advances or any Term AA Advances which are due and payable (whether in respect of the Master Intercompany Loans or any New Intercompany Loans) (a) until the relevant stoppers described in (i), (ii) and (iii) above have been cured or otherwise cease to exist; or (b) in respect of each Term Advance, unless no immediately higher ranking Term Advances are outstanding.

3. Repayment Tests

If on an Interest Payment Date in respect of which principal in respect of any Term Advance is scheduled to be paid:

- (a) for any Term AA Advance, the amount of principal due (or any part thereof) in respect of any Term AA Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount;
- (b) for any Term A Advance, the amount of principal due (or any part thereof) in respect of any Term A Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount and the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount;
- (c) for any Term BBB Advance, the amount of principal due (or any part thereof) in respect of any Term BBB Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class (or sub-class) of Master Issuer Notes, the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount, the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount and the Class M Available Subordinated Amount is at least equal to the Class M Required Subordinated Amount;
- (d) for any Term NR Advance, the amount of principal due (or any part thereof) in respect of any Term NR Advance may only be paid, if after giving effect to such payment and the payment to be made on such date in respect of the related Series and Class of Master Issuer Notes: (i) the Class A Available Subordinated Amount is at least equal to the Class A Required Subordinated Amount, the Class B Available Subordinated Amount is at least equal to the Class B Required Subordinated Amount, the Class M Available Subordinated Amount is at least equal to the Class M Required Subordinated Amount and the Class C Available Subordinated Amount is at least equal to the Class C Required Subordinated Amount; and (ii) to the extent that to do so would not cause the outstanding principal amount of Term NR Advances to fall below the balance of the NR Principal Deficiency Sub Ledger,

save that:

- (i) to the extent that a partial repayment may be made in respect of a Term Advance without causing a breach of any of the above repayment tests, such partial repayment may be made; and
- (ii) on any date, in calculating the Class A Available Subordinated Amount, the Class B Available Subordinated Amount, the Class M Available Subordinated Amount, and

the Class C Available Subordinated Amount for such date for the purposes of this Clause 3:

- (A) Stressed Excess Spread will be deemed to be zero; and
- (B) references to the “aggregate amount of the First Reserve Fund” in the relevant definition of available subordinated amount in respect of the relevant Class of Master Issuer Notes shall instead be deemed to be an amount calculated as being the greater of either (i) the amount standing to the credit of the First Reserve Fund on the date that such calculation is made and (ii) if on any Interest Payment Date since the most recent Interest Payment Date (the **Reference Date**) on which the amount standing to the credit of the First Reserve Fund was at least equal to the First Reserve Fund Required Amount, the amount standing to the credit of the First Reserve Fund has been less than the amount standing to the credit of the First Reserve Fund on any preceding Interest Payment Date from and including the Reference Date, the First Reserve Fund Required Amount on such date.

4. Application of Funding Available Principal Receipts following the occurrence of a Non-Asset Trigger Event

On and from the Interest Payment Date following the occurrence of a Non-Asset Trigger Event but prior to enforcement of the Funding Security, Funding shall (subject to Clauses 1.1(a) and 1.1(b) above) repay the Master Issuer on each Interest Payment Date from Funding Available Principal Receipts as follows:

- (a) firstly, the Term AAA Advances until all the Term AAA Advances under any Intercompany Loan are fully repaid but on the basis that the Term AAA Advances shall be paid in the order of their final maturity (the Term AAA Advance with the earliest final maturity being paid first) where applicable *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term AAA Advance);
- (b) secondly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term AA Advance) the Term AA Advances until all the Term AA Advances are fully repaid;
- (c) thirdly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term A Advance) the Term A Advances until all the Term A Advances are fully repaid;
- (d) fourthly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term BBB Advance) the Term BBB Advances until all the Term BBB Advances are fully repaid; and
- (e) fifthly, *pro rata* and *pari passu* (i) the Funding Loan to the extent due and payable and (ii) (according to the respective amounts outstanding of each Term NR Advance) the Term NR Advances until all the Term NR Advances are fully repaid.

5. Application of Funding Available Principal Receipts following the occurrence of an Asset Trigger Event

Following the occurrence of an Asset Trigger Event but prior to enforcement of the Funding Security, Funding shall (subject to Clauses 1.1(a) and 1.1(b)) repay the Master Issuer on each Interest Payment Date from Funding Available Principal Receipts as follows:

- (a) firstly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term AAA Advance) the Term AAA Advances until all the Term AAA Advances are fully repaid;
- (b) secondly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term AA Advance) the Term AA Advances until all the Term AA Advances are fully repaid;
- (c) thirdly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term A Advance) the Term A Advances until all the Term A Advances are fully repaid;
- (d) fourthly, *pro rata* and *pari passu* (according to the respective amounts outstanding of each Term BBB Advance) the Term BBB Advances until all the Term BBB Advances are fully repaid; and
- (e) fifthly, *pro rata* and *pari passu* (i) the Funding Loan to the extent due and payable and (ii) (according to the respective amounts outstanding of each Term NR Advance) the Term NR Advances until all the Term NR Advances are fully repaid.

6. Effect on Bullet Term Advances and Scheduled Amortisation Term Advances when a Trigger Event occurs or when the Master Issuer Security is enforced

- 6.1 If a Trigger Event occurs then (a) the Scheduled Repayment Dates of the Bullet Term Advances and the Scheduled Amortisation Term Advances made under each Intercompany Loan Agreement will cease to apply and each such Term Advance shall be repaid, subject to the terms of this Schedule 3, on each Interest Payment Date to the extent of Funding Available Principal Receipts therefor and (b) all Bullet Term Advances and Scheduled Amortisation Term Advances made under the Intercompany Loan Agreements will be deemed to be Payable Pass Through Term Advances.
- 6.2 If the Master Issuer Security is enforced under the Master Issuer Deed of Charge, then (as applicable) (a) the Scheduled Repayment Dates of any outstanding Bullet Term Advances and any Scheduled Amortisation Term Advances made under the Master Intercompany Loan Agreement will cease to apply and each such Term Advance shall be repaid, subject to the terms of this Schedule 3, on each Interest Payment Date to the extent of Funding Available Principal Receipts therefore and (b) all Bullet Term Advances and any Scheduled Amortisation Term Advances made under the Master Intercompany Loan Agreement will be deemed to be Payable Pass Through Term Advances.

7. Repayment of Term Advances when Funding receives the amount outstanding under an Intercompany Loan

If Funding receives a Refinancing Contribution in the circumstances set out in Clause 6 of the Mortgages Trust Deed or the proceeds of a New Intercompany Loan which are to be used to refinance another Intercompany Loan, or part thereof (such payment by the Seller or such proceeds being a Full Repayment Amount), then Funding will not apply the Full Repayment Amount as described in paragraphs 1 to 6 above. Instead, Funding will apply the Full Repayment Amount to repay the relevant Intercompany Loan, or part thereof.

SCHEDULE 3

FUNDING POST-ENFORCEMENT PRIORITY OF PAYMENTS

All the monies received or recovered by the Security Trustee (or a Receiver appointed on its behalf) following service of an Intercompany Loan Enforcement Notice shall be applied (save to the extent required otherwise by law) on each Interest Payment Date (except for amounts due to the Account Bank under items (c) below, which will be paid when due) in the following order of priority (and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *firstly*, in or towards satisfaction, *pro rata* and *pari passu* according to the respective amounts thereof, of:
 - (i) any remuneration then due and payable to the Security Trustee and any Receiver appointed by the Security Trustee and any other amounts due or to become due in the immediately succeeding Interest Period to the Security Trustee and the Receiver under the provisions of the Funding Deed of Charge together with interest and any amounts in respect of VAT thereon as provided therein;
 - (ii) any amounts due to the Master Issuer in respect of its obligations specified in items (a) and (b) of the Master Issuer Post-Enforcement Priority of Payments;
- (b) *secondly*, in or towards satisfaction of any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable in the immediately succeeding Interest Period to the Cash Manager under the provisions of the Cash Management Agreement, together with any amounts in respect of VAT thereon as provided therein;
- (c) *thirdly*, in or towards satisfaction *pro rata* and *pari passu* of any amounts due to the Account Banks (including costs) pursuant to the terms of the Bank Account Agreement and the Corporate Services Provider pursuant to the Corporate Services Agreement;
- (d) *fourthly*, in or towards satisfaction *pro rata* and *pari passu* of those amounts due and payable (if any) by Funding to the Funding Swap Provider pursuant to the Funding Swap Agreement (except for any termination payments due and payable by Funding under the Funding Swap Agreement following a Funding Swap Provider Default);
- (e) *fifthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term AAA Advance outstanding), interest and principal due and payable on the Term AAA Advances outstanding under the Intercompany Loans;
- (f) *sixthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term AA Advance outstanding), interest and principal due and payable on the Term AA Advances outstanding under the Intercompany Loans;
- (g) *seventhly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term A Advance outstanding), interest and principal due and payable on the Term A Advances outstanding under the Intercompany Loans;
- (h) *eighthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term BBB Advance outstanding), interest and principal due and payable on the Term BBB Advances outstanding under the Intercompany Loans;

- (i) *ninthly*, to pay *pro rata* and *pari passu* (i) interest and principal in respect of the Funding Loan to the extent due and payable and (ii) (according to the respective amount of each Term NR Advance outstanding), interest and principal due and payable on the Term NR Advances outstanding under the Intercompany Loans;
- (j) *tenthly*, in or towards satisfaction of any amounts outstanding thereof amounts due to the Master Issuer in respect of the Master Issuer's obligations (if any) to make a termination payment to any Master Issuer Swap provider (but excluding any termination payment due to a Master Issuer Swap Provider as a result of a Master Issuer Swap Provider Default or a Master Issuer Downgrade Termination Event);
- (k) *eleventhly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding thereof:
 - (i) any amounts due to the Master Issuer in respect of the Master Issuer's obligations specified in items (viii), (ix), (x), (xi) and (xii) of the Master Issuer Post-Enforcement Priority of Payments;
 - (ii) any other amounts due to the Master Issuer in respect of any other obligation of Funding under the Master Issuer Intercompany Loan Agreement and not otherwise provided for earlier in this order of priority of payments; and
 - (iii) after the occurrence of a Funding Swap Provider Default, to the Funding Swap Provider in respect of any termination payment due and payable by Funding under the Funding Swap Agreement;
- (l) *twelfthly* to pay *pro rata* and *pari passu* according to the respective amounts outstanding thereof:
 - (i) any amounts due to each of the Start-up Loan Providers under the Start-up Loan Agreements; and
 - (ii) any amounts in respect of Funding Loan Amounts due from Funding under the Existing Notes Redemption Reserve Loan Agreement;
- (m) *thirteenthly*, to pay any Postponed Deferred Consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement; and
- (n) *fourteenthly*, to pay any Deferred Consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement other than that referred to in item (m) above.

EXECUTION VERSION

FIFTH SUPPLEMENTAL FUNDING DEED OF CHARGE

DATED 29 AUGUST 2013

**HOLMES FUNDING LIMITED
and
HOLMES MASTER ISSUER PLC
and
SANTANDER UK PLC
and
ABBEE NATIONAL TREASURY SERVICES PLC
and
WILMINGTON TRUST SP SERVICES (LONDON) LIMITED
and
THE BANK OF NEW YORK MELLON, LONDON BRANCH
and
HOLMES TRUSTEES LIMITED**

ALLEN & OVERY

Allen & Overy LLP

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THIS FIFTH SUPPLEMENTAL FUNDING DEED OF CHARGE is made on 29 August 2013 (the **Effective Date**)

BETWEEN:

- (1) **HOLMES FUNDING LIMITED** (registered in England and Wales No. 3982428) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (**Funding**);
- (2) **HOLMES MASTER ISSUER PLC** (registered in England and Wales No. 5953811) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**);
- (3) **HOLMES TRUSTEES LIMITED** (registered in England and Wales No. 3982431) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Mortgages Trustee**);
- (4) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as seller under the Mortgage Sale Agreement (the **Seller**);
- (5) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as cash manager under the Cash Management Agreement (the **Cash Manager**, which expression shall include such person and all other persons for the time being acting as the cash manager or cash managers pursuant to the Cash Management Agreement);
- (6) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as GIC provider to the Mortgages Trustee under the Mortgages Trustee Guaranteed Investment Contract (the **Mortgages GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to the Mortgages Trustee pursuant to the Mortgages Trustee Guaranteed Investment Contract) and GIC provider to Funding under the Funding Guaranteed Investment Contract (the **Funding GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to Funding pursuant to the Funding Guaranteed Investment Contract);
- (7) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as Account Bank in respect of the Mortgages Trustee GIC Account and the Funding GIC Account under the Bank Account Agreement (**Account Bank B**, which expression shall include such person and all other persons for the time being acting as the account bank or account banks to Funding in respect of the Mortgages Trustee GIC Account and the Funding GIC Account pursuant to the Bank Account Agreement);
- (8) **ABBEY NATIONAL TREASURY SERVICES PLC** acting through its office at 2 Triton Square, Regent's Place, London NW1 3AN (the **Funding Swap Provider**, which expression shall include such person and all other persons for the time being acting as the variable rate swap provider or providers and/or as the tracker rate swap provider or providers and/or as the fixed floating rate swap provider or providers pursuant to the Funding Swap Agreement);
- (9) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** (formerly known as SPV Management Limited) (registered in England and Wales No. 2548079) whose registered office is at Third Floor, 1 King's Arms Yard, London, EC2R 7AF (the **Corporate Services Provider**, which

expression shall include such person and all other persons for the time being acting as the corporate service provider or corporate service providers pursuant to the Corporate Services Agreement);

- (10) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (the **Start-up Loan Provider**);
- (11) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (as **2013 Funding First Reserve Fund Start-up Loan Provider**);
- (12) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (a **Funding Loan Provider**);
- (13) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London, E14 5AL, in its capacity as Account Bank in respect of the Funding Transaction Account under the Bank Account Agreement (**Account Bank A**, which expressions shall include such person and all other persons for the time being acting as the account bank or account banks to Funding in respect of the Funding Transaction Account pursuant to the Bank Account Agreement); and
- (14) **THE BANK OF NEW YORK MELLON, LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London E14 5AL (the **Security Trustee**, which expression shall include such person and all other persons for the time being acting as the security trustee or security trustees pursuant to this Deed).

WHEREAS:

- (A) This supplemental funding deed of charge (the **Deed**) is supplemental to a deed of charge entered into on 26 July 2000 between, *inter alios*, Funding and the Security Trustee (as amended, restated, supplemented and/or acceded to from time to time, including without limitation on 23 May 2001, 5 July 2001, 8 November 2001, 7 November 2002, 26 March 2003, 1 April 2004, 8 December 2005, 8 August 2006, 28 November 2006, 28 March 2007, 21 December 2007, 10 April 2008, 19 December 2008, 10 October 2010, 12 November 2010, 8 June 2012, 29 June 2012 and 7 March 2013 (the **Principal Deed** or **Funding Deed of Charge**)).
- (B) The terms of Clause 5.5 of the Funding Deed of Charge permit Funding to secure its obligations to a New Funding Secured Creditor thereunder.
- (C) The New Funding Secured Creditors have agreed to enter into this Deed to accede to the provisions of the Funding Deed of Charge.
- (D) Funding has agreed to provide the Security Trustee with the benefit of the security described in the Funding Deed of Charge to secure Funding's obligations to the Funding Secured Creditors.
- (E) The Funding Secured Creditors have agreed to enter into this Deed to permit any consequential changes or amendments as may be required to give effect to this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

The Eleventh Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on the date hereof (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined or indicated herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Schedule.

2. AMENDMENTS TO THE PRINCIPAL DEED

- 2.1 With effect from the date hereof the Principal Deed shall be modified by adding a new Clause 25.10:

“Clause 25.10 EMIR Modifications”

Without prejudice to this Clause 25, the Security Trustee shall, without the consent of any Funding Secured Creditor, be required to give its consent to any modifications to these presents or any of the other Transaction Documents that are requested by Funding or the Cash Manager, provided that Funding or the Cash Manager, as the case may be, has certified to the Security Trustee in writing that such modifications are required in order to comply with any requirements which apply to it under EMIR and which accordingly will be mandatory under EMIR, irrespective of whether such modifications are materially prejudicial to the interests of the any Funding Secured Creditor and provided such modifications do not relate to a Basic Terms Modification. The Security Trustee shall not be obliged to agree to any modification pursuant to this paragraph which (in the sole opinion of the Funding Security Trustee would have the effect of (a) exposing the Security Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; and (b) increasing the obligations or duties, or decreasing the protections of the Security Trustee in the Transaction Documents and/or the Conditions of the Notes.

The Funding Secured Creditors shall be deemed to have instructed the Security Trustee to concur with such modifications and shall be bound by such modifications regardless of whether or not such modifications are materially prejudicial to the interests of the Funding Secured Creditors.”

- 2.2 The Principal Deed shall be modified on and from the Effective Date by replacing part 1 (Funding Pre-Enforcement Revenue Priority of Payments) of Schedule 3 (Funding Priority of Payments) to the Funding Deed of Charge with the wording appearing at Schedule 1 hereto.
- 2.3 The Principal Deed shall be modified on and from the Effective Date by replacing part 3 (Funding Post-Enforcement Priority of Payments) of Schedule 3 (Funding Priority of Payments) to the Funding Deed of Charge with the wording appearing at Schedule 2 hereto.

3. FUNDING AGREEMENT

Funding and the Security Trustee hereby agree that for relevant purposes under the Funding Deed of Charge and the Master Definitions and Construction Schedule, this Deed shall be treated as a Funding Agreement.

4. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Funding Deed of Charge or the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in Clause 30 (Notices and Demands) of the Funding Deed of Charge.

5. SUPPLEMENTAL

Save as expressly amended by this Deed, the Principal Deed 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. The Principal Deed and this Deed shall henceforth be read and construed as one document and references in the Principal Deed to "this Deed" shall be read as references to the of Principal Deed as supplemented and amended by this Deed.

6. FURTHER PROVISIONS

6.1 Invalidity of any Provision

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

6.2 Severability

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

6.3 Variation

No variation of any provision(s) of this Deed shall be effective unless it is in writing and signed by (or by a person duly authorised by) each of the parties hereto.

6.4 Counterparts

This Deed may be signed (manually or by facsimile) and delivered in more than one counterpart all of which, taken together, shall constitute one and the same Deed. 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 upon at least one copy of this Deed having been executed and delivered by Funding, notwithstanding that this Deed has not then been executed and delivered by any other party hereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

6.5 Exclusion Of Third Party Rights

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

7. CHOICE OF LAW

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.

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

Funding

EXECUTED as a **DEED** by

HOLMES FUNDING

LIMITED acting by ~~two directors~~

AUTHORISED ATTORNEY

In the presence of: *Witness Signature*

Witness Name:

Master Issuer

Witness Address:

EXECUTED as a **DEED** by

HOLMES MASTER ISSUER

PLC acting by ~~two directors~~

AUTHORISED ATTORNEY

Seller

In the presence of: Witness Signature:

Witness Name:

Witness Address:

EXECUTED as a **DEED** by

SANTANDER UK PLC

acting by its attorney in the presence of:

Witness's Signature:

Name:

Address:

Cash Manager

EXECUTED as a **DEED** by

SANTANDER UK PLC

acting by its attorney in the presence of:

Witness's Signature:

Name:

Address:

Funding Swap Provider

EXECUTED as a **DEED** by
**ABBEY NATIONAL TREASURY
SERVICES PLC**

acting by its attorney in the presence of:

Witness's Signature

Name:

Address:

Account Bank B

EXECUTED as a **DEED** by
SANTANDER UK PLC

acting by its attorney in the presence of:

Witness's Signature:

Name:

Address:

Corporate Services Provider

EXECUTED as a **DEED** by
**WILMINGTON TRUST SP
SERVICES (LONDON) LIMITED**

acting by its attorney in the presence of:

Witness's Signature:

Name:

Address:

Funding GIC Provider

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

)
)
)

Witness's Signature:

Name:

Address:

Mortgages GIC Provider

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

)
)
)

Witness's Signature:

Name:

Address:

The Start-up Loan Provider

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

)
)
)

Witness's Signature:

Name:

Address:

Funding Loan Provider

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

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Witness's Signature:

Name:

Address:

2013 Funding First Reserve Fund Start-up Loan Provider

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

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Witness's Signature:

Name:

Address:

Security Trustee

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

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Account Bank A

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

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Mortgages Trustee

EXECUTED as a **DEED** by
HOLMES TRUSTEES LIMITED
acting by ~~two~~ directors

)
)
)

AUTHORISED ATTORNEY

In the presence of:
Witness Signature:
Witness Name:
Witness Address:

2013 Funding First Reserve Fund Start-up Loan Provider

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

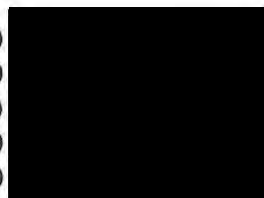
Witness's Signature:

Name:

Address:

Security Trustee

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



Account Bank A

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



Mortgages Trustee

EXECUTED as a **DEED** by)
HOLMES TRUSTEES LIMITED)
acting by two directors)

SCHEDULE 1

FUNDING PRE-ENFORCEMENT REVENUE PRIORITY OF PAYMENTS

On each Intercompany Loan Determination Date, Funding or the Cash Manager in its place will determine the Funding Available Revenue Receipts available to pay the amount set out below on the immediately succeeding Interest Payment Date.

Funding Available Revenue Receipts will be applied on each Interest Payment Date (or, in the case of amounts due by Funding or the Master Issuer, as the case may be, to third parties or to the Master Issuer Account Banks pursuant to item (a) below or to the Account Banks pursuant to item (c) below, on the date when due) until enforcement of the Funding Security or until such time as there are no amounts outstanding under any Intercompany Loan Agreements, in making such payments and provisions in the following order of priority (the **Funding Pre-Enforcement Revenue Priority of Payments**) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *firstly*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any remuneration then due and payable to the Security Trustee and any other amounts then due or to become due to the Security Trustee in the immediately succeeding Interest Period under the provisions of this Funding Deed of Charge together with interest and any amounts in respect of VAT thereon as provided herein;
 - (ii) any amounts due to the Master Issuer under the Master Issuer Intercompany Loan Agreement in respect of the Master Issuer's obligations specified in items (a) to (c) inclusive of the Master Issuer Pre-Enforcement Revenue Priority of Payments or, as the case may be, items (a) and (b) of the Master Issuer Post-Enforcement Priority of Payments; and
 - (iii) any amounts due and payable by Funding to third parties (other than those referred to below) and incurred without breach by Funding of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and to provide for any such amounts expected to become due and payable by Funding in the immediately succeeding Interest Period and to pay or discharge any liability of Funding for corporation tax on any chargeable income, profit or gain of Funding;
- (b) *secondly*, in or towards satisfaction of any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Cash Manager in the immediately succeeding Interest Period under the provisions of the Cash Management Agreement, together with amounts in respect of VAT thereon as provided therein;
- (c) *thirdly*, in or towards satisfaction *pro rata* and *pari passu*, according to the respective amounts thereof, of amounts (if any) due to the Account Banks (including costs) pursuant to the terms of the Bank Account Agreement and to the Corporate Services Provider pursuant to the terms of the Corporate Services Agreement;
- (d) *fourthly*, in or towards satisfaction of amounts due and payable (if any) by Funding to the Funding Swap Provider pursuant to the Funding Swap Agreement, except for any termination payments due and payable by Funding under the Funding Swap Agreement following a Funding Swap Provider Default in respect of the Funding Swap Provider;

- (e) *fifthly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term AAA Advance, interest then due and payable on each of the Term AAA Advances in relation to the Intercompany Loans;
- (f) *sixthly*, to make provision for a credit to the AAA Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (g) *seventhly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term AA Advance, interest then due and payable on each of the Term AA Advances in relation to the Intercompany Loans;
- (h) *eighthly*, to make provision for a credit to the AA Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (i) *ninthly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term A Advance, interest then due and payable on each of the A Advances in relation to the Intercompany Loans;
- (j) *tenthly*, to make provision for a credit to the A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (k) *eleventhly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding of each Term BBB Advance, interest then due and payable on each of the Term BBB Advances in relation to the Intercompany Loans;
- (l) *twelfthly*, to make provision for a credit to the BBB Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (m) *thirteenthly*, to pay *pro rata* and *pari passu* according to the respective amounts thereof any amounts due to the Master Issuer in respect of the Master Issuer's obligation (if any) to make a termination payment due to any Master Issuer Swap Provider (but excluding any termination payment due to a Master Issuer Swap Provider as a result of a Master Issuer Swap Provider Default or a Master Issuer Downgrade Termination Event);
- (n) *fourteenthly*, (to the extent that any Rated Notes are outstanding), to credit the First Reserve Ledger in an amount up to the First Reserve Fund Required Amount;
- (o) *fifteenthly*, if an Arrears Trigger Event has occurred and to the extent that any Rated Notes are outstanding, to credit all remaining amounts to the First Reserve Ledger in an amount up to the First Reserve Fund Additional Required Amount;
- (p) *sixteenthly* (to the extent that any Rated Notes are outstanding), on each Interest Payment Date following a Funding Liquidity Reserve Fund Relevant Event, to credit the Funding Liquidity Reserve Ledger in an amount up to the Funding Liquidity Reserve Fund Required Amount;
- (q) *seventeenthly*, to make provision for a credit to *pro rata* and *pari passu* (i) the NR Principal Deficiency Sub Ledger and (ii) the Funding Loan Principal Deficiency Sub Ledger, in each case, in an amount sufficient to eliminate any debit thereon;
- (r) *eighteenthly*, to pay *pro rata* and *pari passu* (i) interest in respect of the Funding Loan to the extent due and payable and (ii) according to the respective amounts outstanding of each Term NR Advance, interest then due and payable on each of the Term NR Advances in relation to the Intercompany Loans;

- (s) *nineteenthly*, to pay *pro rata* and *pari passu* according to the respective amounts due:
 - (i) to the Master Issuer in respect of the Master Issuer's obligations specified in item (i) of the Master Issuer Pre-Enforcement Revenue Priority of Payments or, as the case may be, items (viii), (ix), (x), (xi) and (xii) of the Master Issuer Post-Enforcement Priority of Payments;
 - (ii) any other amounts due to the Master Issuer under the Master Intercompany Loan Agreement and not otherwise provided for in this order of priorities; and
 - (iii) after the occurrence of a Funding Swap Provider Default, amounts due to the Funding Swap Provider in respect of any termination payments due and payable by Funding under the Funding Swap Agreement;
- (t) *twentiethly*, to the extent that any Rated Notes are outstanding, to credit the Funding Reserve Ledger in an amount up to the Funding Reserve Fund Required Amount;
- (u) *twenty-firstly*, to pay any amounts due to each of the Start-up Loan Providers under the Start-up Loan Agreements;
- (v) *twenty-secondly*, towards payment of £1,250 which shall be retained by Funding as profit in each accounting period or distributed by it by way of dividends to its shareholders;
- (w) *twenty-thirdly*, towards payment of any additional consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement (such additional consideration together with the Postponed Deferred Consideration, known as **Deferred Consideration**) other than any Postponed Deferred Consideration; and
- (x) *twenty-fourthly*, towards payment of the Postponed Deferred Consideration.

FUNDING POST-ENFORCEMENT PRIORITY OF PAYMENTS

All the monies received or recovered by the Security Trustee (or a Receiver appointed on its behalf) following service of an Intercompany Loan Enforcement Notice shall be applied (save to the extent required otherwise by law) on each Interest Payment Date (except for amounts due to the Account Bank under items (c) below, which will be paid when due) in the following order of priority (and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *firstly*, in or towards satisfaction, *pro rata* and *pari passu* according to the respective amounts thereof, of:
 - (i) any remuneration then due and payable to the Security Trustee and any Receiver appointed by the Security Trustee and any other amounts due or to become due in the immediately succeeding Interest Period to the Security Trustee and the Receiver under the provisions of the Funding Deed of Charge together with interest and any amounts in respect of VAT thereon as provided therein;
 - (ii) any amounts due to the Master Issuer in respect of its obligations specified in items (a) and (b) of the Master Issuer Post-Enforcement Priority of Payments;
- (b) *secondly*, in or towards satisfaction of any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable in the immediately succeeding Interest Period to the Cash Manager under the provisions of the Cash Management Agreement, together with any amounts in respect of VAT thereon as provided therein;
- (c) *thirdly*, in or towards satisfaction *pro rata* and *pari passu* of any amounts due to the Account Banks (including costs) pursuant to the terms of the Bank Account Agreement and the Corporate Services Provider pursuant to the Corporate Services Agreement;
- (d) *fourthly*, in or towards satisfaction *pro rata* and *pari passu* of those amounts due and payable (if any) by Funding to the Funding Swap Provider pursuant to the Funding Swap Agreement (except for any termination payments due and payable by Funding under the Funding Swap Agreement following a Funding Swap Provider Default);
- (e) *fifthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term AAA Advance outstanding), interest and principal due and payable on the Term AAA Advances outstanding under the Intercompany Loans;
- (f) *sixthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term AA Advance outstanding), interest and principal due and payable on the Term AA Advances outstanding under the Intercompany Loans;
- (g) *seventhly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term A Advance outstanding), interest and principal due and payable on the Term A Advances outstanding under the Intercompany Loans;
- (h) *eighthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term BBB Advance outstanding), interest and principal due and payable on the Term BBB Advances outstanding under the Intercompany Loans;

- (i) *ninthly*, to pay *pro rata* and *pari passu* (i) interest and principal in respect of the Funding Loan to the extent due and payable and (ii) (according to the respective amount of each Term NR Advance outstanding), interest and principal due and payable on the Term NR Advances outstanding under the Intercompany Loans;
- (j) *tenthly*, in or towards satisfaction of any amounts outstanding thereof amounts due to the Master Issuer in respect of the Master Issuer's obligations (if any) to make a termination payment to any Master Issuer Swap provider (but excluding any termination payment due to a Master Issuer Swap Provider as a result of a Master Issuer Swap Provider Default or a Master Issuer Downgrade Termination Event);
- (k) *eleventhly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding thereof:
 - (i) any amounts due to the Master Issuer in respect of the Master Issuer's obligations specified in items (viii), (ix), (x), (xi) and (xii) of the Master Issuer Post-Enforcement Priority of Payments;
 - (ii) any other amounts due to the Master Issuer in respect of any other obligation of Funding under the Master Issuer Intercompany Loan Agreement and not otherwise provided for earlier in this order of priority of payments; and
 - (iii) after the occurrence of a Funding Swap Provider Default, to the Funding Swap Provider in respect of any termination payment due and payable by Funding under the Funding Swap Agreement;
- (l) *twelfthly* to pay any amounts due to each of the Start-up Loan Providers under the Start-up Loan Agreements;
- (m) *thirteenthly*, to pay any Postponed Deferred Consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement; and
- (n) *fourteenthly*, to pay any Deferred Consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement other than that referred to in item (m) above.

EXECUTION VERSION

SIXTH SUPPLEMENTAL FUNDING DEED OF CHARGE

6 MARCH 2018

**HOLMES FUNDING LIMITED
and
HOLMES MASTER ISSUER PLC
and
SANTANDER UK PLC
and
WILMINGTON TRUST SP SERVICES (LONDON) LIMITED
and
THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH
and
HOLMES TRUSTEES LIMITED**

ALLEN & OVERY

Allen & Overy LLP

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THIS SIXTH SUPPLEMENTAL FUNDING DEED OF CHARGE is made on 6 March 2018

BETWEEN:

- (1) **HOLMES FUNDING LIMITED** (registered in England and Wales No. 3982428) whose registered office is 2 Triton Square, Regent's Place, London NW1 3AN (**Funding**);
- (2) **HOLMES MASTER ISSUER PLC** (registered in England and Wales No. 5953811) whose registered office is 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**);
- (3) **HOLMES TRUSTEES LIMITED** (registered in England and Wales No. 3982431) whose registered office is 2 Triton Square, Regent's Place, London NW1 3AN (the **Mortgages Trustee**);
- (4) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as seller under the Mortgage Sale Agreement (the **Seller**);
- (5) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as cash manager under the Cash Management Agreement (the **Cash Manager**, which expression shall include such person and all other persons for the time being acting as the cash manager or cash managers pursuant to the Cash Management Agreement);
- (6) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as GIC provider to the Mortgages Trustee under the Mortgages Trustee Guaranteed Investment Contract (the **Mortgages GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to the Mortgages Trustee pursuant to the Mortgages Trustee Guaranteed Investment Contract) and GIC provider to Funding under the Funding Guaranteed Investment Contract (the **Funding GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to Funding pursuant to the Funding Guaranteed Investment Contract);
- (7) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as Account Bank in respect of the Mortgages Trustee GIC Account and the Funding GIC Account under the Bank Account Agreement (**Account Bank B**, which expression shall include such person and all other persons for the time being acting as the account bank or account banks in respect of the Mortgages Trustee GIC Account and the Funding GIC Account pursuant to the Bank Account Agreement);
- (8) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (the **Funding Swap Provider**, which expression shall include such person and all other persons for the time being acting as the variable rate swap provider or providers and/or as the tracker rate swap provider or providers and/or as the fixed floating rate swap provider or providers pursuant to the Funding Swap Agreement);
- (9) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** (formerly known as SPV Management Limited) (registered in England and Wales No. 2548079) whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF (the **Corporate Services Provider**, which

expression shall include such person and all other persons for the time being acting as the corporate services provider or corporate services providers pursuant to the Corporate Services Agreement);

- (10) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (the **Start-up Loan Provider**);
- (11) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (as **2013 Funding First Reserve Fund Start-up Loan Provider**);
- (12) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (a **Funding Loan Provider**);
- (13) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London E14 5AL, in its capacity as Account Bank in respect of the Funding Transaction Account under the Bank Account Agreement (**Account Bank A**, which expression shall include such person and all other persons for the time being acting as the account bank or account banks to Funding in respect of the Funding Transaction Account pursuant to the Bank Account Agreement); and
- (14) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London E14 5AL (the **Security Trustee**, which expression shall include such person and all other persons for the time being acting as the security trustee or security trustees pursuant to the Funding Deed of Charge and this Deed).

WHEREAS:

- (A) This supplemental funding deed of charge (the **Deed**) is supplemental to a deed of charge entered into on 26 July 2000 between, *inter alios*, Funding and the Security Trustee (as amended, restated, supplemented and/or acceded to from time to time, including without limitation on 23 May 2001, 5 July 2001, 8 November 2001, 7 November 2002, 26 March 2003, 1 April 2004, 8 December 2005, 8 August 2006, 28 November 2006, 28 March 2007, 21 December 2007, 10 April 2008, 19 December 2008, 10 October 2010, 12 November 2010, 8 June 2012, 29 June 2012, 7 March 2013 and 29 August 2013 (the **Principal Deed** or **Funding Deed of Charge**).
- (B) Funding has agreed to provide the Security Trustee with the benefit of the security described in the Funding Deed of Charge to secure Funding's obligations to the Funding Secured Creditors.
- (C) The Funding Secured Creditors have agreed to enter into this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

The Thirteenth Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 18 April 2016 (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 (as amended, varied or supplemented from time to time) shall, except where the context otherwise requires and save where otherwise defined or indicated herein, have the same meanings in this Deed, including the Recitals hereto and this Deed shall be construed in accordance with the interpretation

provisions set out in clause 2 (*Interpretation and Construction*) of the Master Definitions and Construction Schedule.

2. AMENDMENTS TO THE PRINCIPAL DEED

2.1 Base Rate Modifications

The parties hereto agree that, with effect on and from the date hereof, the Principal Deed shall be modified by adding a new clause 25.11 as follows:

“25.11 Base Rate Modifications

The Security Trustee shall, without the consent of any Funding Secured Creditor, be required to give its consent to any modifications to these presents or any of the other Transaction Documents that are requested in relation to a Base Rate Modification (as defined in Clause 19.8 (*Additional Right of Modification*) of the Master Issuer Trust Deed), irrespective of whether such modifications are materially prejudicial to the interests of any Funding Secured Creditor, if directed to so consent by the Note Trustee in accordance with Clause 19.8 (*Additional Right of Modification*) of the Master Issuer Trust Deed.

The Funding Secured Creditors shall be deemed to have instructed the Security Trustee to concur with such modifications and shall be bound by such modifications regardless of whether or not such modifications are materially prejudicial to the interests of the Funding Secured Creditors.”

2.2 Funding Pre-Enforcement Revenue Priority of Payments

The parties hereto agree that, with effect on and from the date hereof, Part 1 (*Funding Pre-Enforcement Revenue Priority of Payment*) of Schedule 3 (*Funding Priority of Payment*) of the Principal Deed shall be modified as set out in Part 1 of Schedule 1 hereto.

2.3 Funding Post-Enforcement Priority of Payments

The parties hereto agree that, with effect on and from the date hereof, Part 3 (*Funding Post-Enforcement Revenue Priority of Payment*) of Schedule 3 (*Funding Priority of Payment*) of the Principal Deed shall be modified as set out in Part 2 of Schedule 1 hereto.

3. FUNDING AGREEMENT

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

4. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed shall be given in the manner and at the times set out in clause 30 (*Notices and Demands*) of the Funding Deed of Charge.

5. SUPPLEMENTAL

Save as expressly amended by this Deed, the Principal Deed 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. The Principal Deed and this Deed shall henceforth be read and construed as one document and references in the Principal Deed to "this Deed" shall be read as references to the Principal Deed as supplemented and amended by this Deed.

6. FURTHER PROVISIONS

6.1 Invalidity of any Provision

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

6.2 Severability

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

6.3 Variation

No variation of any provision(s) of this Deed shall be effective unless it is in writing and signed by (or by a person duly authorised by) each of the parties hereto.

6.4 Counterparts

This Deed may be signed (manually or by facsimile) and delivered in more than one counterpart all of which, taken together, shall constitute one and the same deed. 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 upon at least one copy of this Deed having been executed and delivered by Funding, notwithstanding that this Deed has not then been executed and delivered by any other party hereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

6.5 Exclusion of Third Party Rights

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

7. CHOICE OF 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.

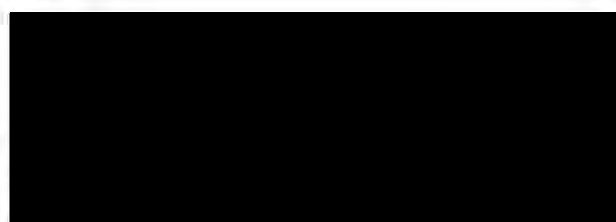
DULY EXECUTED AND DELIVERED AS A DEED by each of the parties hereto or on its behalf on the date first appearing on page 1.

SIGNATORIES

Funding

EXECUTED as a **DEED** by
HOLMES FUNDING LIMITED
acting by one director

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Director:

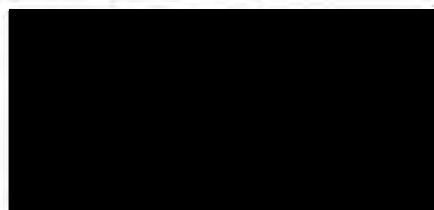
In the presence of:

Witness's Signature:



Name:

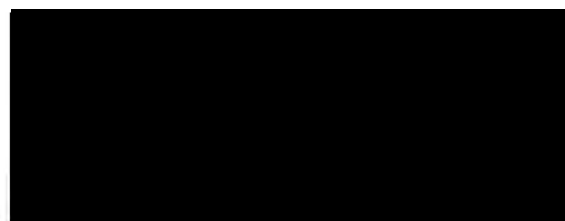
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Master Issuer

EXECUTED as a **DEED** by
HOLMES MASTER ISSUER PLC
acting by one director

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Director:

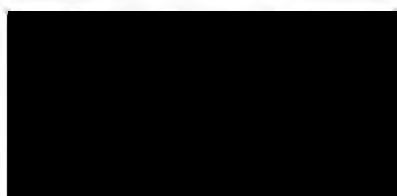
In the presence of:

Witness's Signature:



Name:

Address:



Seller

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

Witness's Signature:

Name:

Address:

Cash Manager

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

Witness's Signature:

Name:

Address:

Funding Swap Provider

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

Witness's Signature:

Name:

Address:

Account Bank B

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

Witness's Signature:

Name:

Address:

Corporate Services Provider

EXECUTED as a **DEED** by)
WILMINGTON TRUST SP)
SERVICES (LONDON) LIMITED)
acting by its attorney in the presence of:)

Witness's Signature:

Name:

Address:

Funding GIC Provider

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

Witness's Signature:

Name:

Address:

Account Bank B

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

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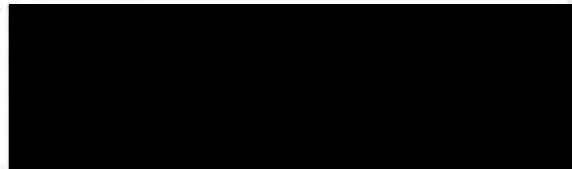
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Corporate Services Provider

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WILMINGTON TRUST SP
SERVICES (LONDON) LIMITED
acting by its attorney in the presence of:

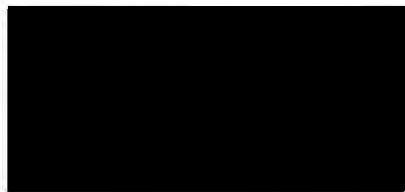
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Witness's Signature:



Name:



Address:

Funding GIC Provider

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

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Witness's Signature:

Name:

Address:

Mortgages GIC Provider

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

Witness's Signature:

Name:

Address:

The Start-up Loan Provider

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

Witness's Signature:

Name:

Address:

Funding Loan Provider

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

Witness's Signature:

Name:

Address:

2013 Funding First Reserve Fund Start-up Loan Provider

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

Witness's Signature:

Name:

Address:

Security Trustee

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

Account Bank A

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

Mortgages Trustee

EXECUTED as a **DEED** by)
HOLMES TRUSTEES LIMITED)
acting by its authorised attorney)

In the presence of:

Witness's Signature:

Name:

Address:

2013 Funding First Reserve Fund Start-up Loan Provider

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

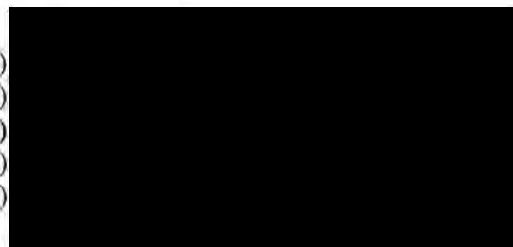
Witness's Signature:

Name:

Address:

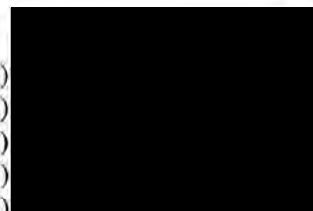
Security Trustee

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



Account Bank A

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



Mortgages Trustee

EXECUTED as a **DEED** by)
HOLMES TRUSTEES LIMITED)
acting by its authorised attorney)

In the presence of:

Witness's Signature:

Name:

Address:

2013 Funding First Reserve Fund Start-up Loan Provider

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

Witness's Signature:

Name:

Address:

Security Trustee

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

Account Bank A

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

Mortgages Trustee

EXECUTED as a **DEED** by)
HOLMES TRUSTEES LIMITED)
acting by its authorised attorney *one director*)

In the presence of:

Witness's Signature:

Name:

Address:

SCHEDULE 1

FUNDING PRIORITY OF PAYMENTS

PART 1

FUNDING PRE-ENFORCEMENT REVENUE PRIORITY OF PAYMENTS

On each Intercompany Loan Determination Date, Funding or the Cash Manager in its place will determine the Funding Available Revenue Receipts available to pay the amount set out below on the immediately succeeding Interest Payment Date.

Funding Available Revenue Receipts will be applied on each Interest Payment Date (or, in the case of amounts due by Funding or the Master Issuer, as the case may be, to third parties or to the Master Issuer Account Banks pursuant to item (a) below or to the Account Banks pursuant to item (c) below, on the date when due) until enforcement of the Funding Security or until such time as there are no amounts outstanding under any Intercompany Loan Agreements, in making such payments and provisions in the following order of priority (the Funding Pre-Enforcement Revenue Priority of Payments) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) firstly, in or towards satisfaction pro rata and pari passu according to the respective amounts thereof of:
 - (i) any remuneration then due and payable to the Security Trustee and any other amounts then due or to become due to the Security Trustee in the immediately succeeding Interest Period under the provisions of this Funding Deed of Charge together with interest and any amounts in respect of VAT thereon as provided herein;
 - (ii) any amounts due to the Master Issuer under the Master Issuer Intercompany Loan Agreement in respect of the Master Issuer's obligations specified in items (a) to (c) inclusive of the Master Issuer Pre-Enforcement Revenue Priority of Payments or, as the case may be, items (a) and (b) of the Master Issuer Post-Enforcement Priority of Payments; and
 - (iii) any amounts due and payable by Funding to third parties (other than those referred to below) and incurred without breach by Funding of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and to provide for any such amounts expected to become due and payable by Funding in the immediately succeeding Interest Period and to pay or discharge any liability of Funding for corporation tax on any chargeable income, profit or gain of Funding,

and then in or towards payment of £1,250 which shall be retained by Funding as profit in each accounting period or distributed by it by way of dividends to its shareholders;

- (b) secondly, in or towards satisfaction of any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Cash Manager in the immediately succeeding Interest Period under the provisions of the Cash Management Agreement, together with amounts in respect of VAT thereon as provided therein;
- (c) thirdly, in or towards satisfaction pro rata and pari passu, according to the respective amounts thereof, of amounts (if any) due to the Account Banks (including costs) pursuant to the terms of the Bank Account Agreement and to the Corporate Services Provider pursuant to the terms of the Corporate Services Agreement;

- (d) fourthly, in or towards satisfaction of amounts due and payable (if any) by Funding to the Funding Swap Provider pursuant to the Funding Swap Agreement, except for any termination payments due and payable by Funding under the Funding Swap Agreement following a Funding Swap Provider Default in respect of the Funding Swap Provider;
- (e) fifthly, to pay pro rata and pari passu according to the respective amounts outstanding of each Term AAA Advance, interest then due and payable on each of the Term AAA Advances in relation to the Intercompany Loans;
- (f) sixthly, to make provision for a credit to the AAA Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (g) seventhly, to pay pro rata and pari passu according to the respective amounts outstanding of each Term AA Advance, interest then due and payable on each of the Term AA Advances in relation to the Intercompany Loans;
- (h) eighthly, to make provision for a credit to the AA Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (i) ninthly, to pay pro rata and pari passu according to the respective amounts outstanding of each Term A Advance, interest then due and payable on each of the A Advances in relation to the Intercompany Loans;
- (j) tenthly, to make provision for a credit to the A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (k) eleventhly, to pay pro rata and pari passu according to the respective amounts outstanding of each Term BBB Advance, interest then due and payable on each of the Term BBB Advances in relation to the Intercompany Loans;
- (l) twelfthly, to make provision for a credit to the BBB Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon;
- (m) thirteenthly, to pay pro rata and pari passu according to the respective amounts thereof any amounts due to the Master Issuer in respect of the Master Issuer's obligation (if any) to make a termination payment due to any Master Issuer Swap Provider (but excluding any termination payment due to a Master Issuer Swap Provider as a result of a Master Issuer Swap Provider Default or a Master Issuer Downgrade Termination Event);
- (n) fourteenthly, (to the extent that any Rated Notes are outstanding), to credit the First Reserve Ledger in an amount up to the First Reserve Fund Required Amount;
- (o) fifteenthly, if an Arrears Trigger Event has occurred and to the extent that any Rated Notes are outstanding, to credit all remaining amounts to the First Reserve Ledger in an amount up to the First Reserve Fund Additional Required Amount;
- (p) sixteenthly (to the extent that any Rated Notes are outstanding), on each Interest Payment Date following a Funding Liquidity Reserve Fund Relevant Event, to credit the Funding Liquidity Reserve Ledger in an amount up to the Funding Liquidity Reserve Fund Required Amount;
- (q) seventeenthly, to make provision for a credit to pro rata and pari passu (i) the NR Principal Deficiency Sub Ledger and (ii) the Funding Loan Principal Deficiency Sub Ledger, in each case, in an amount sufficient to eliminate any debit thereon;

- (r) eighteenthly, to pay pro rata and pari passu (i) interest in respect of the Funding Loan to the extent due and payable and (ii) according to the respective amounts outstanding of each Term NR Advance, interest then due and payable on each of the Term NR Advances in relation to the Intercompany Loans;
- (s) nineteenthly, to pay pro rata and pari passu according to the respective amounts due:
 - (i) to the Master Issuer in respect of the Master Issuer's obligations specified in item (i) of the Master Issuer Pre-Enforcement Revenue Priority of Payments or, as the case may be, items (viii), (ix), (x), (xi) and (xii) of the Master Issuer Post-Enforcement Priority of Payments;
 - (ii) any other amounts due to the Master Issuer under the Master Intercompany Loan Agreement and not otherwise provided for in this order of priorities; and
 - (iii) after the occurrence of a Funding Swap Provider Default, amounts due to the Funding Swap Provider in respect of any termination payments due and payable by Funding under the Funding Swap Agreement;
- (t) twentiethly, to the extent that any Rated Notes are outstanding, to credit the Funding Reserve Ledger in an amount up to the Funding Reserve Fund Required Amount;
- (u) twenty-firstly, to pay any amounts due to each of the Start-up Loan Providers under the Start-up Loan Agreements;
- (v) [Reserved];
- (w) twenty-secondly, towards payment of any additional consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement (such additional consideration together with the Postponed Deferred Consideration, known as Deferred Consideration) other than any Postponed Deferred Consideration; and
- (x) twenty-fourthly, towards payment of the Postponed Deferred Consideration.

PART 2

FUNDING POST-ENFORCEMENT PRIORITY OF PAYMENTS

All the monies received or recovered by the Security Trustee (or a Receiver appointed on its behalf) following service of an Intercompany Loan Enforcement Notice shall be applied (save to the extent required otherwise by law) on each Interest Payment Date (except for amounts due to the Account Bank under items (c) below, which will be paid when due) in the following order of priority (and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *firstly*, in or towards satisfaction, *pro rata* and *pari passu* according to the respective amounts thereof, of:
 - (i) any remuneration then due and payable to the Security Trustee and any Receiver appointed by the Security Trustee and any other amounts due or to become due in the immediately succeeding Interest Period to the Security Trustee and the Receiver under the provisions of the Funding Deed of Charge together with interest and any amounts in respect of VAT thereon as provided therein;
 - (ii) any amounts due to the Master Issuer in respect of its obligations specified in items (a) and (b) of the Master Issuer Post-Enforcement Priority of Payments;
- (b) *secondly*, in or towards satisfaction of any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable in the immediately succeeding Interest Period to the Cash Manager under the provisions of the Cash Management Agreement, together with any amounts in respect of VAT thereon as provided therein;
- (c) *thirdly*, in or towards satisfaction *pro rata* and *pari passu* of any amounts due to the Account Banks (including costs) pursuant to the terms of the Bank Account Agreement and the Corporate Services Provider pursuant to the Corporate Services Agreement;
- (d) *fourthly*, in or towards satisfaction *pro rata* and *pari passu* of those amounts due and payable (if any) by Funding to the Funding Swap Provider pursuant to the Funding Swap Agreement (except for any termination payments due and payable by Funding under the Funding Swap Agreement following a Funding Swap Provider Default);
- (e) *fifthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term AAA Advance outstanding), interest and principal due and payable on the Term AAA Advances outstanding under the Intercompany Loans;
- (f) *sixthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term AA Advance outstanding), interest and principal due and payable on the Term AA Advances outstanding under the Intercompany Loans;
- (g) *seventhly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term A Advance outstanding), interest and principal due and payable on the Term A Advances outstanding under the Intercompany Loans;
- (h) *eighthly*, to pay *pro rata* and *pari passu* (according to the respective amount of each Term BBB Advance outstanding), interest and principal due and payable on the Term BBB Advances outstanding under the Intercompany Loans;

- (i) *ninthly*, to pay *pro rata* and *pari passu* (i) interest and principal in respect of the Funding Loan to the extent due and payable and (ii) (according to the respective amount of each Term NR Advance outstanding), interest and principal due and payable on the Term NR Advances outstanding under the Intercompany Loans;
- (j) *tenthly*, in or towards satisfaction of any amounts outstanding thereof amounts due to the Master Issuer in respect of the Master Issuer's obligations (if any) to make a termination payment to any Master Issuer Swap provider (but excluding any termination payment due to a Master Issuer Swap Provider as a result of a Master Issuer Swap Provider Default or a Master Issuer Downgrade Termination Event);
- (k) *eleventhly*, to pay *pro rata* and *pari passu* according to the respective amounts outstanding thereof:
 - (i) any amounts due to the Master Issuer in respect of the Master Issuer's obligations specified in items (viii), (ix), (x), (xi) and (xii) of the Master Issuer Post-Enforcement Priority of Payments;
 - (ii) any other amounts due to the Master Issuer in respect of any other obligation of Funding under the Master Issuer Intercompany Loan Agreement and not otherwise provided for earlier in this order of priority of payments; and
 - (iii) after the occurrence of a Funding Swap Provider Default, to the Funding Swap Provider in respect of any termination payment due and payable by Funding under the Funding Swap Agreement;
- (l) *twelfthly*, to pay any amounts due to each of the Start-up Loan Providers under the Start-up Loan Agreements;
- (m) *thirteenthly*, to pay any Postponed Deferred Consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement;
- (n) *fourteenthly*, in or towards payment of £1,250 which shall be retained by Funding as profit in each accounting period or distributed by it by way of dividends to its shareholders; and
- (o) *fifteenthly*, to pay any Deferred Consideration due to the Seller pursuant to the terms of the Mortgage Sale Agreement other than that referred to in item (m) above.

CONFORMED COPY

SEVENTH SUPPLEMENTAL FUNDING DEED OF CHARGE

24 May 2019

**HOLMES FUNDING LIMITED
and
HOLMES MASTER ISSUER PLC
and
SANTANDER UK PLC
and
WILMINGTON TRUST SP SERVICES (LONDON) LIMITED
and
THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH
and
HOLMES TRUSTEES LIMITED**

ALLEN & OVERY

Allen & Overy LLP

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CONTENTS

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THIS SEVENTH SUPPLEMENTAL FUNDING DEED OF CHARGE is made on 24 May 2019

BETWEEN:

- (1) **HOLMES FUNDING LIMITED** (registered in England and Wales No. 3982428) whose registered office is 2 Triton Square, Regent's Place, London NW1 3AN (**Funding**);
- (2) **HOLMES MASTER ISSUER PLC** (registered in England and Wales No. 5953811) whose registered office is 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**);
- (3) **HOLMES TRUSTEES LIMITED** (registered in England and Wales No. 3982431) whose registered office is 2 Triton Square, Regent's Place, London NW1 3AN (the **Mortgages Trustee**);
- (4) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as seller under the Mortgage Sale Agreement (the **Seller**);
- (5) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 capacity as cash manager under the Cash Management Agreement (the **Cash Manager**, which expression shall include such person and all other persons for the time being acting as the cash manager or cash managers pursuant to the Cash Management Agreement);
- (6) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as GIC provider to the Mortgages Trustee under the Mortgages Trustee Guaranteed Investment Contract (the **Mortgages GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to the Mortgages Trustee pursuant to the Mortgages Trustee Guaranteed Investment Contract) and GIC provider to Funding under the Funding Guaranteed Investment Contract (the **Funding GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers to Funding pursuant to the Funding Guaranteed Investment Contract);
- (7) **SANTANDER UK PLC** (formerly known as Abbey National plc), acting through its office at 21 Prescott Street, London E1 8AD in its capacity as Account Bank in respect of the Mortgages Trustee GIC Account and the Funding GIC Account under the Bank Account Agreement (**Account Bank B**, which expression shall include such person and all other persons for the time being acting as the account bank or account banks in respect of the Mortgages Trustee GIC Account and the Funding GIC Account pursuant to the Bank Account Agreement);
- (8) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (the **Funding Swap Provider**, which expression shall include such person and all other persons for the time being acting as the variable rate swap provider or providers and/or as the tracker rate swap provider or providers and/or as the fixed floating rate swap provider or providers pursuant to the Funding Swap Agreement);
- (9) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** (formerly known as SPV Management Limited) (registered in England and Wales No. 2548079) whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF (the **Corporate Services Provider**, which

expression shall include such person and all other persons for the time being acting as the corporate services provider or corporate services providers pursuant to the Corporate Services Agreement);

- (10) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (the **Start-up Loan Provider**);
- (11) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (as **2013 Funding First Reserve Fund Start-up Loan Provider**);
- (12) **SANTANDER UK PLC** (formerly known as Abbey National plc), 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 (a **Funding Loan Provider**);
- (13) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London E14 5AL, in its capacity as Account Bank in respect of the Funding Transaction Account under the Bank Account Agreement (**Account Bank A**, which expression shall include such person and all other persons for the time being acting as the account bank or account banks to Funding in respect of the Funding Transaction Account pursuant to the Bank Account Agreement); and
- (14) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London E14 5AL (the **Security Trustee**, which expression shall include such person and all other persons for the time being acting as the security trustee or security trustees pursuant to the Funding Deed of Charge and this Deed).

WHEREAS:

- (A) This supplemental funding deed of charge (the **Deed**) is supplemental to a deed of charge entered into on 26 July 2000 between, *inter alios*, Funding and the Security Trustee (as amended, restated, supplemented and/or acceded to from time to time, including without limitation on 23 May 2001, 5 July 2001, 8 November 2001, 7 November 2002, 26 March 2003, 1 April 2004, 8 December 2005, 8 August 2006, 28 November 2006, 28 March 2007, 21 December 2007, 10 April 2008, 19 December 2008, 10 October 2010, 12 November 2010, 8 June 2012, 29 June 2012, 7 March 2013, 29 August 2013 and 6 March 2018 (the **Principal Deed** or **Funding Deed of Charge**).
- (B) Funding has agreed to provide the Security Trustee with the benefit of the security described in the Funding Deed of Charge to secure Funding's obligations to the Funding Secured Creditors.
- (C) The Funding Secured Creditors have agreed to enter into this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

The Fourteenth Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Ashurst LLP on or about the date hereof (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Deed and, accordingly, Clause 3 of the Fourteenth Amended and Restated Master Definitions and Construction Schedule is expressly and specifically incorporated herein and the expressions defined in the Master Definitions and Construction Schedule (as amended, varied or supplemented from time to time) shall, except where the context otherwise requires and save where otherwise defined or

indicated herein, have the same meanings in this Deed, including the Recitals hereto and this Deed shall be construed in accordance with the interpretation provisions set out in clause 2 (*Interpretation and Construction*) of the Master Definitions and Construction Schedule.

2. AMENDMENTS TO THE PRINCIPAL DEED

- 2.1 The parties hereto agree that, with effect on and from the date hereof, the Principal Deed shall be modified by adding a new clause 5.6 as follows:

“5.6 Securitisation Regulation (Article 21.4(d))

Each of the parties to this Deed acknowledges that no provision of this Deed shall require upon default of the Master Issuer the automatic liquidation by the Security Trustee of the Funding Charged Property.”

- 2.2 The parties hereto agree that, with effect on and from the date hereof, the Principal Deed shall be modified by adding a new clause 10.9 as follows:

“10.9 Securitisation Regulation (Article 7 requirements)

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

3. FUNDING AGREEMENT

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

4. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed shall be given in the manner and at the times set out in clause 30 (*Notices and Demands*) of the Funding Deed of Charge.

5. SUPPLEMENTAL

Save as expressly amended by this Deed, the Principal Deed 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. The Principal Deed and this Deed shall henceforth be read and construed as one document and references in the Principal Deed to "this Deed" shall be read as references to the Principal Deed as supplemented and amended by this Deed.

6. FURTHER PROVISIONS

6.1 Invalidity of any Provision

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

6.2 Severability

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

6.3 Variation

No variation of any provision(s) of this Deed shall be effective unless it is in writing and signed by (or by a person duly authorised by) each of the parties hereto.

6.4 Counterparts

This Deed may be signed and delivered in more than one counterpart all of which, taken together, shall constitute one and the same deed. 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 upon at least one copy of this Deed having been executed and delivered by Funding, notwithstanding that this Deed has not then been executed and delivered by any other party hereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

6.5 Exclusion of Third Party Rights

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

7. CHOICE OF 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.

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

SIGNATORIES

Funding

**EXECUTED as a DEED by
HOLMES FUNDING LIMITED**
acting by one director

)
)
)

Director:

In the presence of:

Witness's Signature:

Name:

Address:

Master Issuer

**EXECUTED as a DEED by
HOLMES MASTER ISSUER PLC**
acting by one director

)

Director:

In the presence of:

Witness's Signature:

Name:

Address:

Seller

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

Witness's Signature:

Name:

Address:

Cash Manager

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

Witness's Signature:

Name:

Address:

Funding Swap Provider

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

Witness's Signature:

Name:

Address:

Account Bank B

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

)
)
)

Witness's Signature:

Name:

Address

Corporate Services Provider

EXECUTED as a **DEED** by
WILMINGTON TRUST SP
SERVICES (LONDON) LIMITED
acting by its attorney in the presence of:

)
)
)
)

Witness's Signature:

Name:

Address:

Funding GIC Provider

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

)
)
)

Witness's Signature:

Name:

Address:

Account Bank B

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

)
)
)

Witness's Signature:

Name:

Address:

Corporate Services Provider

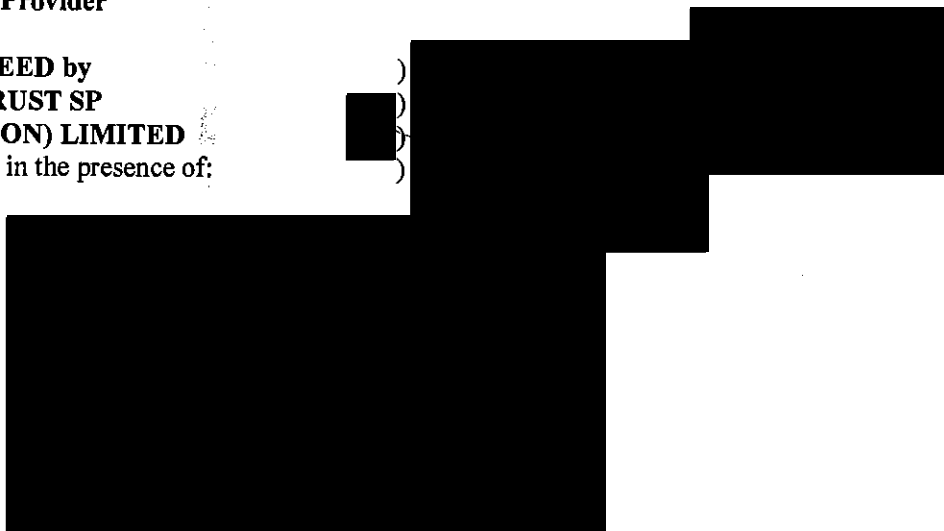
EXECUTED as a **DEED** by
WILMINGTON TRUST SP
SERVICES (LONDON) LIMITED
acting by its attorney in the presence of:

)
)
)
)

Witness's Signature:

Name:

Address:



Funding GIC Provider

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

)
)
)

Witness's Signature:

Name:

Address:

Mortgages GIC Provider

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

Witness's Signature

Name:

Address:

The Start-up Loan Provider

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

Witness's Signature:

Name:

Address:

Funding Loan Provider

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

Witness's Signature:

Name:

Address:

2013 Funding First Reserve Fund Start-up Loan Provider

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

Witness's Signature:

Name:

Address:

Security Trustee

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

In the presence of:

Witness's Signature:

Name:

Address:

Account Bank A

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

In the presence of:

Witness's Signature:

Name:

Address:

2013 Funding First Reserve Fund Start-up Loan Provider

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

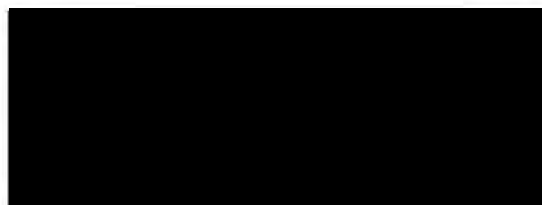
Witness's Signature:

Name:

Address:

Security Trustee

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

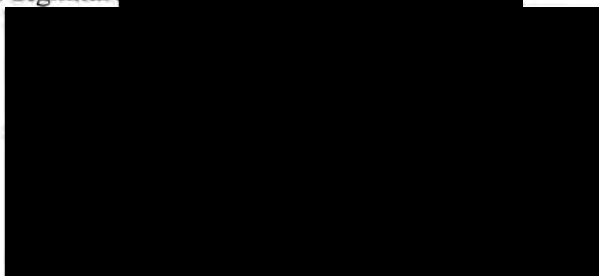


In the presence of:



Witness's Signature:

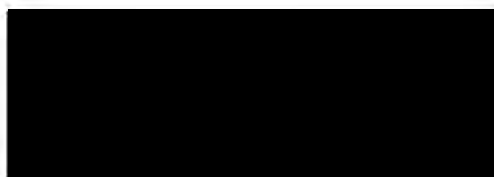
Name:



Address:

Account Bank A

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

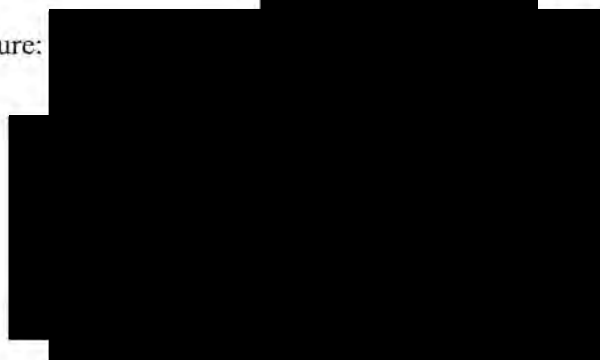


In the presence of:



Witness's Signature:

Name:



Address:

Mortgages Trustee

EXECUTED as a **DEED** by
HOLMES TRUSTEES LIMITED
acting by its authorised attorney

In the presence of:

Witness's Signature:

Name:

Address:

