

EXECUTION VERSION

**Amended and Restated
Funding 1 Swap
Confirmation
(Tracker Loans – 3 years or less)**

From: Santander UK plc ("**Party A**")
2 Triton Square
Regent's Place
London
NW1 3AN

To: Langton Funding (No. 1) Limited ("**Party B**")
35 Great St. Helen's
London
EC3A 6AP

Copy: Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

8 June 2012 as amended and restated on 29 May 2019

Dear Sirs,

Amended and Restated Confirmation – Funding 1 Swap (Tracker Loans – 3 years or less)

This letter constitutes a "**Confirmation**" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 25 January 2008 between each of Party A and Party B, as amended, supplemented and/or restated from time to time and most recently amended and restated on 29 May 2019 (the "**Agreement**").

This Confirmation amends and restates, with effect from the date of this letter, the terms and conditions of the Confirmation entered into between Party A and Party B on 25 January 2008, as amended, supplemented and/or restated from time to time and most recently amended and restated on 8 June 2012 in relation to the Swap Transaction relating to the Tracker Loans of 3 years or less. The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions Schedule; and (iii) the Definitions. The following expressions shall, for the purpose of this confirmation, have the following meanings:

The term "**Transaction**" as used herein shall, for the purposes of the Definitions, have the same meaning as "**Swap Transaction**".

Base Rate Ratio means, in respect of a Calculation Period, the Relevant Base Rate Loan Balance divided by the Loan Balance for such Calculation Period.

Base Rate Spread means 0.75 per cent. per annum, or such other rate as the Calculation Agent may, in consultation with the Cash Manager, on any Assignment Date, specify as being effective for one or more succeeding Calculation Periods provided that the Rating Agencies have confirmed to the Security Trustee in writing that such other rate will not cause the then current rating of the Rated Notes to be downgraded or placed under review for possible downgrade (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Clause 3.8 of the Master Definitions and Construction Schedule, the confirmation of one of the Rating Agencies may be sufficient for such purpose in respect of the Issuer Notes).

Calculation Date means (i) the first day of each month (or if such day is not a London Business Day, the next following London Business Day); (ii) a Funding 1 Acquisition Date; and (iii) a Funding 1 Prepayment Date.

Calculation Period means each period from, and including, each Calculation Date to, but excluding, the next Calculation Date except that (i) the initial Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Calculation Date and (ii) the final Calculation Period shall end on, but exclude, the Termination Date.

Calculation Period Funding 1 Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying the Weighted Average Base Rate for such Calculation Period to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Calculation Period Swap Provider Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying Three Month LIBOR plus the Base Rate Spread to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Funding 1 Acquisition Date means the day following each London Business Day on which Funding 1 acquires a further interest in the Trust Property from and including the Calculation Date immediately preceding the Effective Date.

Funding 1 Amount means, in respect of an Interest Period, the lowest of (i) an amount equal to the sum of each of the Calculation Period Funding 1 Amounts calculated in respect of that Interest Period's Relevant Calculation Periods and (ii) the sum of the Funding 1 Available Amounts in respect of such Relevant Calculation Periods.

Funding 1 Available Amount means, in respect of a Calculation Period, an amount, subject to a minimum of zero, equal to (1) the aggregate of the Funding 1 Revenue Receipts in respect of the Relevant Base Rate Loans that are available to be applied on the Relevant Interest Payment Date minus (2) an amount equal to the product of (i) the aggregate of the amounts required to be paid on the Relevant Interest Payment Date pursuant to items (a) to (b) (both inclusive) of the Funding 1 Pre-Acceleration Revenue Priority of Payments, each as notified by the Cash Manager in accordance with the terms of the Cash Management Agreement and (ii) the Base Rate Ratio.

Funding Swap Confirmation means each Confirmation setting out the terms of transactions entered into under the Agreement on or prior to the date of this Confirmation.

Intercompany Loans means the Intercompany Loan and any New Intercompany Loans, in each case made to Funding 1.

Interest Payment Date means each Funding 1 Interest Payment Date.

Interest Period means the period from (and including) the Effective Date to (but excluding) the first Interest Payment Date and thereafter from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Notional Amount means, in respect of a Calculation Period an amount in Sterling equal to the product of (1) (a) the Outstanding Principal Amount of all Intercompany Loans at the close of business on the day immediately preceding the Calculation Date corresponding to such Calculation Period; less (b) the sum of (i) the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to all Intercompany Loans on the first day of the relevant Calculation Period, and (ii) the amount of the Funding 1 Principal Receipts in the Funding 1 GIC Account attributable to all Intercompany Loans on the first day of the relevant Calculation Period and (2) the Base Rate Ratio in respect of such Calculation Period. The Notional Amount shall be determined in respect of the close of business on the day immediately preceding the Calculation Date corresponding to the relevant Calculation Period, as if any adjustments made on such date to the Outstanding Principal Amount of the Intercompany Loans, the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to the Intercompany Loans and the amount of Funding 1 Principal Receipts in the Funding 1 GIC Account had become effective.

Relevant Base Rate Loans means Loans (which for the avoidance of doubt, shall include any Further Advance in respect of a Loan, each to be regarded as a separate Loan for the purpose of this definition) to the extent that and for such period that their Mortgage Terms provide that they are subject to a rate of interest which is linked to the Bank of England Base Rate (and shall, for the avoidance of doubt, exclude (1) Loans (or any Further Advance in respect thereof, as the case may be) during the period that the interest on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) is fixed and (2) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) may at any time be varied in accordance with the relevant Mortgage Terms) and that have a remaining period of 3 years or less up to the earlier of (i) their reset date if any (such reset date being the date on which the rate of the Relevant Base Rate Loans resets to another rate which is not linked to the Bank of England Base Rate) and (ii) their maturity date. The remaining period shall, for this purpose, be determined at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period.

Relevant Base Rate Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Relevant Base Rate Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

Relevant Calculation Period means, in respect of an Interest Period (or the related Interest Payment Date which falls immediately after such Interest Period), each Calculation Period which ends on a date after the first day of the calendar month in which such Interest Period commenced and before the first day of the calendar month in which such Interest Period ends.

Relevant Interest Payment Date means, in respect of a Calculation Period, the Interest Payment Date in respect of which such Calculation Period is a Relevant Calculation Period.

Revenue Shortfall Ratio means, in respect of an Interest Period, a ratio equal to (i) the Funding 1 Amount corresponding to such Interest Period divided by (ii) the Funding 1 Amount corresponding to such Interest

Period, assuming for the purposes of this subparagraph (ii) only that subparagraph (ii) of the definition of Funding 1 Amount did not apply.

Swap Provider Amount means, in respect of an Interest Period, an amount equal to the product of (i) the sum of (a) for each Calculation Period falling entirely within that Interest Period, the Calculation Period Swap Provider Amount determined in respect of such Calculation Period and (b) for each Calculation Period only part of which falls within that Interest Period, the product of the Calculation Period Swap Provider Amount for that Calculation Period and a fraction the numerator of which is the number of days within that Calculation Period which fall within that Interest Period and the denominator of which is the total number of days within that Calculation Period and (ii) the Revenue Shortfall Ratio for that Interest Period (if any).

Three Month LIBOR means in respect of a Calculation Period, the weighted average of the rates of interest (excluding spreads) applicable to any outstanding Intercompany Loan on the 18th day of the calendar month in which the first day of such Calculation Period falls (or, if such 18th day is not a Business Day (as defined in the Master Definitions Schedule), the next following Business Day).

Weighted Average Base Rate means, in respect of a Calculation Period, the weighted average (by Outstanding Principal Balance) of the rates of interest charged to borrowers of Relevant Base Rate Loans during the relevant Calculation Period as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. Any terms not otherwise defined herein shall have the meanings given to them in the Tenth Amended and Restated Master Definitions and Construction Schedule between, *inter alia*, Party A and Party B signed on or about the date of this Confirmation, or any other applicable Master Definitions Schedule (the **Master Definitions Schedule**).
2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc
Party B:	Langton Funding (No. 1) Limited
Trade Date:	25 January 2008
Effective Date:	25 January 2008
Termination Date:	The date on which the amount outstanding under the Intercompany Loans is reduced to zero.
Business Day centres for all Payments:	London, New York and TARGET2 Settlement Day

Interim Exchanges

Interim Exchange Amount:	Each amount specified as such in Appendix 1 (which shall constitute a Party A Interim Exchange Amount and a Party B Interim Exchange Amount).
Party B Interim Exchange Date:	In respect of an Interim Exchange Amount, the relevant New Closing Date.
Party A Interim Exchange Date:	In respect of an Interim Exchange Amount, the Funding 1 Interest Payment Date immediately

	following the relevant Party B Interim Exchange Date.
Calculation of Amounts:	On each Interest Payment Date, the Calculation Agent shall calculate the Swap Provider Amount and, if applicable, the Funding 1 Amount for the then current Calculation Period and/or Interest Period, and forthwith notify Party A, Party B and the Cash Manager of the amounts so determined and of the net amount determined in accordance with Section 2(c) of the Agreement.
Swap Provider Payments:	On each Interest Payment Date, Party A shall pay the Swap Provider Amount in respect of the Interest Period ending on and excluding such Interest Payment Date.
Funding 1 Payments:	On each Interest Payment Date, Party B shall pay the Funding 1 Amount in respect of the Interest Period ending on and excluding such Interest Payment Date.
Netting:	For the avoidance of doubt, if a Swap Provider Amount and a Funding 1 Amount are due on the same day, then Section 2(c) of the Agreement shall apply such that only the net amount is payable by the relevant party.
Calculation Agent:	Santander UK plc acting in its capacity as Servicer pursuant to the Servicing Agreement or as Cash Manager pursuant to the Cash Management Agreement, as the case may be.
3. Account Details:	
Payments to Party A:	Direct via CHAPS
Sort Code:	72-01-00
Payments to Party B:	Santander UK plc Direct via CHAPS
Sort Code:	72-01-00
Ref.:	Langton Funding (No.1) Ltd (Transaction Account)
4. Notice Details:	
Party A:	Santander UK plc
Address:	2 Triton Square Regent's Place London NW1 3AN
Attention:	Medium Term Funding and Treasury Legal

Telephone: +44 (0) 20 7756 7100

Email: MTF@santander.co.uk;
treasurylegal@santander.co.uk

Party B: Langton Funding (No. 1) Limited c/o Intertrust
Management Limited

Address: 35 Great St. Helen's
London
EC3A 6AP

Attention: The Directors

Telephone: +44 (0) 20 7398 6300

Email: UK-EMIR@intertrustgroup.com

With a copy to:- Santander UK plc

Address: 2 Triton Square
Regent's Place
London
NW1 3AN

Attention: Medium Term Funding and Treasury Legal

Telephone: +44 (0) 20 7756 7100

Email: MTF@santander.co.uk;
treasurylegal@santander.co.uk

With another copy to:- Citicorp Trustee Company Limited

Address: Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

Yours faithfully,

SANTANDER UK PLC

By:

Name:

Title:

Date:

LANGTON FUNDING (NO. 1) LIMITED

By:

Name:

Title:

Date:

Yours faithfully,

SANTANDER UK PLC

By:

Name:

Title:

Date:

LANGTON FUNDING (NO. 1) LIMITED

By:

Name:

Title:

Date:

Appendix 1

Interim Exchange Amounts

<u>Party B Interim Exchange Date</u>	<u>Party A Interim Exchange Date</u>	<u>Interim Exchange Amount</u>

EXECUTION VERSION

**Amended and Restated
Funding 1 Swap
Confirmation**

(Tracker Loans - more than 3 years but less than or equal to 5 years)

From: Santander UK plc ("**Party A**")
2 Triton Square
Regent's Place
London
NW1 3AN

To: Langton Funding (No. 1) Limited ("**Party B**")
35 Great St. Helen's
London
EC3A 6AP

Copy: Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

8 June 2012 as amended and restated on 29 May 2019

Dear Sirs,

Amended and Restated Confirmation – Funding 1 Swap (Tracker Loans – more than 3 years but less than or equal to 5 years)

This letter constitutes a "**Confirmation**" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 25 January 2008 between each of Party A and Party B, as amended, supplemented and/or restated from time to time and most recently amended and restated on 29 May 2019 (the "**Agreement**").

This Confirmation amends and restates, with effect from the date of this letter, the terms and conditions of the Confirmation entered into between Party A and Party B on 25 January 2008, as amended, supplemented and/or restated from time to time and most recently amended and restated on 8 June 2012 in relation to the Swap Transaction relating to the Tracker Loans of more than 3 years but less than or equal to 5 years. The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions Schedule; and (iii) the Definitions. The following expressions shall, for the purpose of this confirmation, have the following meanings:

The term "**Transaction**" as used herein shall, for the purposes of the Definitions, have the same meaning as "**Swap Transaction**".

Base Rate Ratio means, in respect of a Calculation Period, the Relevant Base Rate Loan Balance divided by the Loan Balance for such Calculation Period.

Base Rate Spread means 0.75 per cent. per annum, or such other rate as the Calculation Agent may, in consultation with the Cash Manager, on any Assignment Date, specify as being effective for one or more

succeeding Calculation Periods provided that the Rating Agencies have confirmed to the Security Trustee in writing that such other rate will not cause the then current rating of the Rated Notes to be downgraded or placed under review for possible downgrade (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Clause 3.8 of the Master Definitions and Construction Schedule, the confirmation of one of the Rating Agencies may be sufficient for such purpose in respect of the Issuer Notes).

Calculation Date means (i) the first day of each month (or if such day is not a London Business Day, the next following London Business Day); (ii) a Funding 1 Acquisition Date; and (iii) a Funding 1 Prepayment Date.

Calculation Period means each period from, and including, each Calculation Date to, but excluding, the next Calculation Date except that (i) the initial Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Calculation Date and (ii) the final Calculation Period shall end on, but exclude, the Termination Date.

Calculation Period Funding 1 Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying the Weighted Average Base Rate for such Calculation Period to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Calculation Period Swap Provider Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying Three Month LIBOR plus the Base Rate Spread to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Funding 1 Acquisition Date means the day following each London Business Day on which Funding 1 acquires a further interest in the Trust Property from and including the Calculation Date immediately preceding the Effective Date.

Funding 1 Amount means, in respect of an Interest Period, the lowest of (i) an amount equal to the sum of each of the Calculation Period Funding 1 Amounts calculated in respect of that Interest Period's Relevant Calculation Periods and (ii) the sum of the Funding 1 Available Amounts in respect of such Relevant Calculation Periods.

Funding 1 Available Amount means, in respect of a Calculation Period, an amount, subject to a minimum of zero, equal to (1) the aggregate of the Funding 1 Revenue Receipts in respect of the Relevant Base Rate Loans that are available to be applied on the Relevant Interest Payment Date minus (2) an amount equal to the product of (i) the aggregate of the amounts required to be paid on the Relevant Interest Payment Date pursuant to items (a) to (b) (both inclusive) of the Funding 1 Pre-Acceleration Revenue Priority of Payments, each as notified by the Cash Manager in accordance with the terms of the Cash Management Agreement and (ii) the Base Rate Ratio.

Funding Swap Confirmation means each Confirmation setting out the terms of transactions entered into under the Agreement on or prior to the date of this Confirmation.

Intercompany Loans means the Intercompany Loan and any New Intercompany Loans, in each case made to Funding 1.

Interest Payment Date means each Funding 1 Interest Payment Date.

Interest Period means the period from (and including) the Effective Date to (but excluding) the first Interest Payment Date and thereafter from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Notional Amount means, in respect of a Calculation Period an amount in Sterling equal to the product of (1) (a) the Outstanding Principal Amount of all Intercompany Loans at the close of business on the day immediately preceding the Calculation Date corresponding to such Calculation Period; less (b) the sum of (i) the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to all Intercompany Loans on the first day of the relevant Calculation Period, and (ii) the amount of the Funding 1 Principal Receipts in the Funding 1 GIC Account attributable to all Intercompany Loans on the first day of the relevant Calculation Period and (2) the Base Rate Ratio in respect of such Calculation Period. The Notional Amount shall be determined in respect of the close of business on the day immediately preceding the Calculation Date corresponding to the relevant Calculation Period, as if any adjustments made on such date to the Outstanding Principal Amount of the Intercompany Loans, the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to the Intercompany Loans and the amount of Funding 1 Principal Receipts in the Funding 1 GIC Account had become effective.

Relevant Base Rate Loans means Loans (which for the avoidance of doubt, shall include any Further Advance in respect of a Loan, each to be regarded as a separate Loan for the purpose of this definition) to the extent that and for such period that their Mortgage Terms provide that they are subject to a rate of interest which is linked to the Bank of England Base Rate (and shall, for the avoidance of doubt, exclude (1) Loans (or any Further Advance in respect thereof, as the case may be) during the period that the interest on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) is fixed and (2) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) may at any time be varied in accordance with the relevant Mortgage Terms) and that have a remaining period of more than 3 years but less than or equal to 5 years up to the earlier of (i) their reset date if any (such reset date being the date on which the rate of the Relevant Base Rate Loans resets to another rate which is not linked to the Bank of England Base Rate) and (ii) their maturity date. The remaining period shall, for this purpose, be determined at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period.

Relevant Base Rate Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Relevant Base Rate Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

Relevant Calculation Period means, in respect of an Interest Period (or the related Interest Payment Date which falls immediately after such Interest Period), each Calculation Period which ends on a date after the first day of the calendar month in which such Interest Period commenced and before the first day of the calendar month in which such Interest Period ends.

Relevant Interest Payment Date means, in respect of a Calculation Period, the Interest Payment Date in respect of which such Calculation Period is a Relevant Calculation Period.

Revenue Shortfall Ratio means, in respect of an Interest Period, a ratio equal to (i) the Funding 1 Amount corresponding to such Interest Period divided by (ii) the Funding 1 Amount corresponding to such Interest Period, assuming for the purposes of this subparagraph (ii) only that subparagraph (ii) of the definition of Funding 1 Amount did not apply.

Swap Provider Amount means, in respect of an Interest Period, an amount equal to the product of (i) the sum of (a) for each Calculation Period falling entirely within that Interest Period, the Calculation Period Swap Provider Amount determined in respect of such Calculation Period and (b) for each Calculation Period only part of which falls within that Interest Period, the product of the Calculation Period Swap Provider Amount for that Calculation Period and a fraction the numerator of which is the number of days within that Calculation Period which fall within that Interest Period and the denominator of which is the total number of days within that Calculation Period and (ii) the Revenue Shortfall Ratio for that Interest Period (if any).

Three Month LIBOR means in respect of a Calculation Period, the weighted average of the rates of interest (excluding spreads) applicable to any outstanding Intercompany Loan on the 18th day of the calendar month in which the first day of such Calculation Period falls (or, if such 18th day is not a Business Day (as defined in the Master Definitions Schedule), the next following Business Day).

Weighted Average Base Rate means, in respect of a Calculation Period, the weighted average (by Outstanding Principal Balance) of the rates of interest charged to borrowers of Relevant Base Rate Loans during the relevant Calculation Period as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. Any terms not otherwise defined herein shall have the meanings given to them in the Tenth Amended and Restated Master Definitions and Construction Schedule between, *inter alia*, Party A and Party B signed on or about the date of this Confirmation, or any other applicable Master Definitions Schedule (the **Master Definitions Schedule**).

2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc
Party B:	Langton Funding (No. 1) Limited
Trade Date:	25 January 2008
Effective Date:	25 January 2008
Termination Date:	The date on which the amount outstanding under the Intercompany Loans is reduced to zero.
Business Day centres for all Payments:	London, New York and TARGET2 Settlement Day

Interim Exchanges

Interim Exchange Amount:	Each amount specified as such in Appendix 1 (which shall constitute a Party A Interim Exchange Amount and a Party B Interim Exchange Amount).
Party B Interim Exchange Date:	In respect of an Interim Exchange Amount, the relevant New Closing Date.
Party A Interim Exchange Date:	In respect of an Interim Exchange Amount, the Funding 1 Interest Payment Date immediately following the relevant Party B Interim Exchange Date.

Calculation of Amounts:	On each Interest Payment Date, the Calculation Agent shall calculate the Swap Provider Amount and, if applicable, the Funding 1 Amount for the then current Calculation Period and/or Interest Period, and forthwith notify Party A, Party B and the Cash Manager of the amounts so determined and of the net amount determined in accordance with Section 2(c) of the Agreement.
Swap Provider Payments:	On each Interest Payment Date, Party A shall pay the Swap Provider Amount in respect of the Interest Period ending on and excluding such Interest Payment Date.
Funding 1 Payments:	On each Interest Payment Date, Party B shall pay the Funding 1 Amount in respect of the Interest Period ending on and excluding such Interest Payment Date.
Netting:	For the avoidance of doubt, if a Swap Provider Amount and a Funding 1 Amount are due on the same day, then Section 2(c) of the Agreement shall apply such that only the net amount is payable by the relevant party.
Calculation Agent:	Santander UK plc acting in its capacity as Servicer pursuant to the Servicing Agreement or as Cash Manager pursuant to the Cash Management Agreement, as the case may be.
3. Account Details:	
Payments to Party A:	Direct via CHAPS
Sort Code:	72-01-00
Payments to Party B:	Santander UK plc Direct via CHAPS
Sort Code:	72-01-00
Ref.:	Langton Funding (No.1) Ltd (Transaction Account)
4. Notice Details:	
Party A:	Santander UK plc
Address:	2 Triton Square Regent's Place London NW1 3AN
Attention:	Medium Term Funding and Treasury Legal
Telephone:	+44 (0) 20 7756 7100

Email: MTF@santander.co.uk;
treasurylegal@santander.co.uk

Party B: Langton Funding (No. 1) Limited c/o Intertrust
Management Limited

Address: 35 Great St. Helen's
London
EC3A 6AP

Attention: The Directors

Telephone: +44 (0) 20 7398 6300

Email: UK-EMIR@intertrustgroup.com

With a copy to:- Santander UK plc

Address: 2 Triton Square
Regent's Place
London
NW1 3AN

Attention: Medium Term Funding and Treasury Legal

Telephone: +44 (0) 20 7756 7100

Email: MTF@santander.co.uk;
treasurylegal@santander.co.uk

With another copy to:- Citicorp Trustee Company Limited

Address: Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

Yours faithfully,

SANTANDER UK PLC

By:

Name:
Title:
Date:

LANGTON FUNDING (NO. 1) LIMITED

By:

Name:
Title:
Date:

Yours faithfully,

SANTANDER UK PLC

By:

Name:

Title:

Date:

LANGTON FUNDING (NO. 1) LIMITED

By:

Name:

Title:

Date:

Appendix 1

Interim Exchange Amounts

<u>Party B Interim Exchange Date</u>	<u>Party A Interim Exchange Date</u>	<u>Interim Exchange Amount</u>

EXECUTION VERSION

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Funding 1 Swap
Confirmation**

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Base Rate Ratio means, in respect of a Calculation Period, the Relevant Base Rate Loan Balance divided by the Loan Balance for such Calculation Period.

Base Rate Spread means 0.75 per cent. per annum, or such other rate as the Calculation Agent may, in consultation with the Cash Manager, on any Assignment Date, specify as being effective for one or more

succeeding Calculation Periods provided that the Rating Agencies have confirmed to the Security Trustee in writing that such other rate will not cause the then current rating of the Rated Notes to be downgraded or placed under review for possible downgrade (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Clause 3.8 of the Master Definitions and Construction Schedule, the confirmation of one of the Rating Agencies may be sufficient for such purpose in respect of the Issuer Notes).

Calculation Date means (i) the first day of each month (or if such day is not a London Business Day, the next following London Business Day); (ii) a Funding 1 Acquisition Date; and (iii) a Funding 1 Prepayment Date.

Calculation Period means each period from, and including, each Calculation Date to, but excluding, the next Calculation Date except that (i) the initial Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Calculation Date and (ii) the final Calculation Period shall end on, but exclude, the Termination Date.

Calculation Period Funding 1 Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying the Weighted Average Base Rate for such Calculation Period to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Calculation Period Swap Provider Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying Three Month LIBOR plus the Base Rate Spread to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Funding 1 Acquisition Date means the day following each London Business Day on which Funding 1 acquires a further interest in the Trust Property from and including the Calculation Date immediately preceding the Effective Date.

Funding 1 Amount means, in respect of an Interest Period, the lowest of (i) an amount equal to the sum of each of the Calculation Period Funding 1 Amounts calculated in respect of that Interest Period's Relevant Calculation Periods and (ii) the sum of the Funding 1 Available Amounts in respect of such Relevant Calculation Periods.

Funding 1 Available Amount means, in respect of a Calculation Period, an amount, subject to a minimum of zero, equal to (1) the aggregate of the Funding 1 Revenue Receipts in respect of the Relevant Base Rate Loans that are available to be applied on the Relevant Interest Payment Date minus (2) an amount equal to the product of (i) the aggregate of the amounts required to be paid on the Relevant Interest Payment Date pursuant to items (a) to (b) (both inclusive) of the Funding 1 Pre-Acceleration Revenue Priority of Payments, each as notified by the Cash Manager in accordance with the terms of the Cash Management Agreement and (ii) the Base Rate Ratio.

Funding Swap Confirmation means each Confirmation setting out the terms of transactions entered into under the Agreement on or prior to the date of this Confirmation.

Intercompany Loans means the Intercompany Loan and any New Intercompany Loans, in each case made to Funding 1.

Interest Payment Date means each Funding 1 Interest Payment Date.

Interest Period means the period from (and including) the Effective Date to (but excluding) the first Interest Payment Date and thereafter from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Notional Amount means, in respect of a Calculation Period an amount in Sterling equal to the product of (1) (a) the Outstanding Principal Amount of all Intercompany Loans at the close of business on the day immediately preceding the Calculation Date corresponding to such Calculation Period; less (b) the sum of (i) the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to all Intercompany Loans on the first day of the relevant Calculation Period, and (ii) the amount of the Funding 1 Principal Receipts in the Funding 1 GIC Account attributable to all Intercompany Loans on the first day of the relevant Calculation Period and (2) the Base Rate Ratio in respect of such Calculation Period. The Notional Amount shall be determined in respect of the close of business on the day immediately preceding the Calculation Date corresponding to the relevant Calculation Period, as if any adjustments made on such date to the Outstanding Principal Amount of the Intercompany Loans, the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to the Intercompany Loans and the amount of Funding 1 Principal Receipts in the Funding 1 GIC Account had become effective.

Relevant Base Rate Loans means Loans (which for the avoidance of doubt, shall include any Further Advance in respect of a Loan, each to be regarded as a separate Loan for the purpose of this definition) to the extent that and for such period that their Mortgage Terms provide that they are subject to a rate of interest which is linked to the Bank of England Base Rate (and shall, for the avoidance of doubt, exclude (1) Loans (or any Further Advance in respect thereof, as the case may be) during the period that the interest on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) is fixed and (2) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) may at any time be varied in accordance with the relevant Mortgage Terms) and that have a remaining period of more than 5 years but less than or equal to 10 years up to the earlier of (i) their reset date if any (such reset date being the date on which the rate of the Relevant Base Rate Loans resets to another rate which is not linked to the Bank of England Base Rate) and (ii) their maturity date. The remaining period shall, for this purpose, be determined at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period.

Relevant Base Rate Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Relevant Base Rate Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

Relevant Calculation Period means, in respect of an Interest Period (or the related Interest Payment Date which falls immediately after such Interest Period), each Calculation Period which ends on a date after the first day of the calendar month in which such Interest Period commenced and before the first day of the calendar month in which such Interest Period ends.

Relevant Interest Payment Date means, in respect of a Calculation Period, the Interest Payment Date in respect of which such Calculation Period is a Relevant Calculation Period.

Revenue Shortfall Ratio means, in respect of an Interest Period, a ratio equal to (i) the Funding 1 Amount corresponding to such Interest Period divided by (ii) the Funding 1 Amount corresponding to such Interest Period, assuming for the purposes of this subparagraph (ii) only that subparagraph (ii) of the definition of Funding 1 Amount did not apply.

Swap Provider Amount means, in respect of an Interest Period, an amount equal to the product of (i) the sum of (a) for each Calculation Period falling entirely within that Interest Period, the Calculation Period Swap Provider Amount determined in respect of such Calculation Period and (b) for each Calculation Period only part of which falls within that Interest Period, the product of the Calculation Period Swap Provider Amount for that Calculation Period and a fraction the numerator of which is the number of days within that Calculation Period which fall within that Interest Period and the denominator of which is the total number of days within that Calculation Period and (ii) the Revenue Shortfall Ratio for that Interest Period (if any).

Three Month LIBOR means in respect of a Calculation Period, the weighted average of the rates of interest (excluding spreads) applicable to any outstanding Intercompany Loan on the 18th day of the calendar month in which the first day of such Calculation Period falls (or, if such 18th day is not a Business Day (as defined in the Master Definitions Schedule), the next following Business Day).

Weighted Average Base Rate means, in respect of a Calculation Period, the weighted average (by Outstanding Principal Balance) of the rates of interest charged to borrowers of Relevant Base Rate Loans during the relevant Calculation Period as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. Any terms not otherwise defined herein shall have the meanings given to them in the Tenth Amended and Restated Master Definitions and Construction Schedule between, *inter alia*, Party A and Party B signed on or about the date of this Confirmation, or any other applicable Master Definitions Schedule (the **Master Definitions Schedule**).

2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc
Party B:	Langton Funding (No. 1) Limited
Trade Date:	25 January 2008
Effective Date:	25 January 2008
Termination Date:	The date on which the amount outstanding under the Intercompany Loans is reduced to zero.
Business Day centres for all Payments:	London, New York and TARGET2 Settlement Day

Interim Exchanges

Interim Exchange Amount:	Each amount specified as such in Appendix 1 (which shall constitute a Party A Interim Exchange Amount and a Party B Interim Exchange Amount).
Party B Interim Exchange Date:	In respect of an Interim Exchange Amount, the relevant New Closing Date.
Party A Interim Exchange Date:	In respect of an Interim Exchange Amount, the Funding 1 Interest Payment Date immediately following the relevant Party B Interim Exchange Date.

Calculation of Amounts:	On each Interest Payment Date, the Calculation Agent shall calculate the Swap Provider Amount and, if applicable, the Funding 1 Amount for the then current Calculation Period and/or Interest Period, and forthwith notify Party A, Party B and the Cash Manager of the amounts so determined and of the net amount determined in accordance with Section 2(c) of the Agreement.
Swap Provider Payments:	On each Interest Payment Date, Party A shall pay the Swap Provider Amount in respect of the Interest Period ending on and excluding such Interest Payment Date.
Funding 1 Payments:	On each Interest Payment Date, Party B shall pay the Funding 1 Amount in respect of the Interest Period ending on and excluding such Interest Payment Date.
Netting:	For the avoidance of doubt, if a Swap Provider Amount and a Funding 1 Amount are due on the same day, then Section 2(c) of the Agreement shall apply such that only the net amount is payable by the relevant party.
Calculation Agent:	Santander UK plc acting in its capacity as Servicer pursuant to the Servicing Agreement or as Cash Manager pursuant to the Cash Management Agreement, as the case may be.
3. Account Details:	
Payments to Party A:	Direct via CHAPS
Sort Code:	72-01-00
Payments to Party B:	Santander UK plc Direct via CHAPS
Sort Code:	72-01-00
Ref.:	Langton Funding (No.1) Ltd (Transaction Account)
4. Notice Details:	
Party A:	Santander UK plc
Address:	2 Triton Square Regent's Place London NW1 3AN
Attention:	Medium Term Funding and Treasury Legal
Telephone:	+44 (0) 20 7756 7100

Email: MTF@santander.co.uk;
treasurylegal@santander.co.uk

Party B: Langton Funding (No. 1) Limited c/o Intertrust
Management Limited

Address: 35 Great St. Helen's
London
EC3A 6AP

Attention: The Directors

Telephone: +44 (0) 20 7398 6300

Email: UK-EMIR@intertrustgroup.com

With a copy to:- Santander UK plc

Address: 2 Triton Square
Regent's Place
London
NW1 3AN

Attention: Medium Term Funding and Treasury Legal

Telephone: +44 (0) 20 7756 7100

Email: MTF@santander.co.uk;
treasurylegal@santander.co.uk

With another copy to:- Citicorp Trustee Company Limited

Address: Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

Yours faithfully,

SANTANDER UK PLC

By:

Name:

Title:

Date:

LANGTON FUNDING (NO. 1) LIMITED

By:

Name:

Title:

Date:

Yours faithfully,

SANTANDER UK PLC

By:

Name:

Title:

Date:

LANGTON FUNDING (NO. 1) LIMITED

By:

Name:

Title:

Date:

Appendix 1

Interim Exchange Amounts

<u>Party B Interim Exchange Date</u>	<u>Party A Interim Exchange Date</u>	<u>Interim Exchange Amount</u>

EXECUTION VERSION

**Amended and Restated
Funding 1 Swap
Confirmation**

(Tracker Loans - more than 10 years but less than or equal to 15 years)

From: Santander UK plc ("**Party A**")
2 Triton Square
Regent's Place
London
NW1 3AN

To: Langton Funding (No. 1) Limited ("**Party B**")
35 Great St. Helen's
London
EC3A 6AP

Copy: Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

8 June 2012 as amended and restated on 29 May 2019

Dear Sirs,

Amended and Restated Confirmation – Funding 1 Swap (Tracker Loans – more than 10 years but less than or equal to 15 years)

This letter constitutes a "**Confirmation**" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 25 January 2008 between each of Party A and Party B, as amended, supplemented and/or restated from time to time and most recently amended and restated on 29 May 2019 (the "**Agreement**").

This Confirmation amends and restates, with effect from the date of this letter, the terms and conditions of the Confirmation entered into between Party A and Party B on 25 January 2008, as amended, supplemented and/or restated from time to time and most recently amended and restated on 8 June 2012 in relation to the Swap Transaction relating to the Tracker Loans of more than 10 years but less than or equal to 15 years. The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions Schedule; and (iii) the Definitions. The following expressions shall, for the purpose of this confirmation, have the following meanings:

The term "**Transaction**" as used herein shall, for the purposes of the Definitions, have the same meaning as "**Swap Transaction**".

Base Rate Ratio means, in respect of a Calculation Period, the Relevant Base Rate Loan Balance divided by the Loan Balance for such Calculation Period.

Base Rate Spread means 0.75 per cent. per annum, or such other rate as the Calculation Agent may, in consultation with the Cash Manager, on any Assignment Date, specify as being effective for one or more

succeeding Calculation Periods provided that the Rating Agencies have confirmed to the Security Trustee in writing that such other rate will not cause the then current rating of the Rated Notes to be downgraded or placed under review for possible downgrade (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Clause 3.8 of the Master Definitions and Construction Schedule, the confirmation of one of the Rating Agencies may be sufficient for such purpose in respect of the Issuer Notes).

Calculation Date means (i) the first day of each month (or if such day is not a London Business Day, the next following London Business Day); (ii) a Funding 1 Acquisition Date; and (iii) a Funding 1 Prepayment Date.

Calculation Period means each period from, and including, each Calculation Date to, but excluding, the next Calculation Date except that (i) the initial Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Calculation Date and (ii) the final Calculation Period shall end on, but exclude, the Termination Date.

Calculation Period Funding 1 Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying the Weighted Average Base Rate for such Calculation Period to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Calculation Period Swap Provider Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying Three Month LIBOR plus the Base Rate Spread to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Funding 1 Acquisition Date means the day following each London Business Day on which Funding 1 acquires a further interest in the Trust Property from and including the Calculation Date immediately preceding the Effective Date.

Funding 1 Amount means, in respect of an Interest Period, the lowest of (i) an amount equal to the sum of each of the Calculation Period Funding 1 Amounts calculated in respect of that Interest Period's Relevant Calculation Periods and (ii) the sum of the Funding 1 Available Amounts in respect of such Relevant Calculation Periods.

Funding 1 Available Amount means, in respect of a Calculation Period, an amount, subject to a minimum of zero, equal to (1) the aggregate of the Funding 1 Revenue Receipts in respect of the Relevant Base Rate Loans that are available to be applied on the Relevant Interest Payment Date minus (2) an amount equal to the product of (i) the aggregate of the amounts required to be paid on the Relevant Interest Payment Date pursuant to items (a) to (b) (both inclusive) of the Funding 1 Pre-Acceleration Revenue Priority of Payments, each as notified by the Cash Manager in accordance with the terms of the Cash Management Agreement and (ii) the Base Rate Ratio.

Funding Swap Confirmation means each Confirmation setting out the terms of transactions entered into under the Agreement on or prior to the date of this Confirmation.

Intercompany Loans means the Intercompany Loan and any New Intercompany Loans, in each case made to Funding 1.

Interest Payment Date means each Funding 1 Interest Payment Date.

Interest Period means the period from (and including) the Effective Date to (but excluding) the first Interest Payment Date and thereafter from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Notional Amount means, in respect of a Calculation Period an amount in Sterling equal to the product of (1) (a) the Outstanding Principal Amount of all Intercompany Loans at the close of business on the day immediately preceding the Calculation Date corresponding to such Calculation Period; less (b) the sum of (i) the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to all Intercompany Loans on the first day of the relevant Calculation Period, and (ii) the amount of the Funding 1 Principal Receipts in the Funding 1 GIC Account attributable to all Intercompany Loans on the first day of the relevant Calculation Period and (2) the Base Rate Ratio in respect of such Calculation Period. The Notional Amount shall be determined in respect of the close of business on the day immediately preceding the Calculation Date corresponding to the relevant Calculation Period, as if any adjustments made on such date to the Outstanding Principal Amount of the Intercompany Loans, the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to the Intercompany Loans and the amount of Funding 1 Principal Receipts in the Funding 1 GIC Account had become effective.

Relevant Base Rate Loans means Loans (which for the avoidance of doubt, shall include any Further Advance in respect of a Loan, each to be regarded as a separate Loan for the purpose of this definition) to the extent that and for such period that their Mortgage Terms provide that they are subject to a rate of interest which is linked to the Bank of England Base Rate (and shall, for the avoidance of doubt, exclude (1) Loans (or any Further Advance in respect thereof, as the case may be) during the period that the interest on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) is fixed and (2) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) may at any time be varied in accordance with the relevant Mortgage Terms) and that have a remaining period of more than 10 years but less than or equal to 15 years up to the earlier of (i) their reset date if any (such reset date being the date on which the rate of the Relevant Base Rate Loans resets to another rate which is not linked to the Bank of England Base Rate) and (ii) their maturity date. The remaining period shall, for this purpose, be determined at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period.

Relevant Base Rate Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Relevant Base Rate Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

Relevant Calculation Period means, in respect of an Interest Period (or the related Interest Payment Date which falls immediately after such Interest Period), each Calculation Period which ends on a date after the first day of the calendar month in which such Interest Period commenced and before the first day of the calendar month in which such Interest Period ends.

Relevant Interest Payment Date means, in respect of a Calculation Period, the Interest Payment Date in respect of which such Calculation Period is a Relevant Calculation Period.

Revenue Shortfall Ratio means, in respect of an Interest Period, a ratio equal to (i) the Funding 1 Amount corresponding to such Interest Period divided by (ii) the Funding 1 Amount corresponding to such Interest Period, assuming for the purposes of this subparagraph (ii) only that subparagraph (ii) of the definition of Funding 1 Amount did not apply.

Swap Provider Amount means, in respect of an Interest Period, an amount equal to the product of (i) the sum of (a) for each Calculation Period falling entirely within that Interest Period, the Calculation Period Swap Provider Amount determined in respect of such Calculation Period and (b) for each Calculation Period only part of which falls within that Interest Period, the product of the Calculation Period Swap Provider Amount for that Calculation Period and a fraction the numerator of which is the number of days within that Calculation Period which fall within that Interest Period and the denominator of which is the total number of days within that Calculation Period and (ii) the Revenue Shortfall Ratio for that Interest Period (if any).

Three Month LIBOR means in respect of a Calculation Period, the weighted average of the rates of interest (excluding spreads) applicable to any outstanding Intercompany Loan on the 18th day of the calendar month in which the first day of such Calculation Period falls (or, if such 18th day is not a Business Day (as defined in the Master Definitions Schedule), the next following Business Day).

Weighted Average Base Rate means, in respect of a Calculation Period, the weighted average (by Outstanding Principal Balance) of the rates of interest charged to borrowers of Relevant Base Rate Loans during the relevant Calculation Period as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. Any terms not otherwise defined herein shall have the meanings given to them in the Tenth Amended and Restated Master Definitions and Construction Schedule between, *inter alia*, Party A and Party B signed on or about the date of this Confirmation, or any other applicable Master Definitions Schedule (the **Master Definitions Schedule**).

2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc
Party B:	Langton Funding (No. 1) Limited
Trade Date:	25 January 2008
Effective Date:	25 January 2008
Termination Date:	The date on which the amount outstanding under the Intercompany Loans is reduced to zero.
Business Day centres for all Payments:	London, New York and TARGET2 Settlement Day

Interim Exchanges

Interim Exchange Amount:	Each amount specified as such in Appendix 1 (which shall constitute a Party A Interim Exchange Amount and a Party B Interim Exchange Amount).
Party B Interim Exchange Date:	In respect of an Interim Exchange Amount, the relevant New Closing Date.
Party A Interim Exchange Date:	In respect of an Interim Exchange Amount, the Funding 1 Interest Payment Date immediately following the relevant Party B Interim Exchange Date.

Calculation of Amounts:	On each Interest Payment Date, the Calculation Agent shall calculate the Swap Provider Amount and, if applicable, the Funding 1 Amount for the then current Calculation Period and/or Interest Period, and forthwith notify Party A, Party B and the Cash Manager of the amounts so determined and of the net amount determined in accordance with Section 2(c) of the Agreement.
Swap Provider Payments:	On each Interest Payment Date, Party A shall pay the Swap Provider Amount in respect of the Interest Period ending on and excluding such Interest Payment Date.
Funding 1 Payments:	On each Interest Payment Date, Party B shall pay the Funding 1 Amount in respect of the Interest Period ending on and excluding such Interest Payment Date.
Netting:	For the avoidance of doubt, if a Swap Provider Amount and a Funding 1 Amount are due on the same day, then Section 2(c) of the Agreement shall apply such that only the net amount is payable by the relevant party.
Calculation Agent:	Santander UK plc acting in its capacity as Servicer pursuant to the Servicing Agreement or as Cash Manager pursuant to the Cash Management Agreement, as the case may be.
3. Account Details:	
Payments to Party A:	Direct via CHAPS
Sort Code:	72-01-00
Payments to Party B:	Santander UK plc Direct via CHAPS
Sort Code:	72-01-00
Ref.:	Langton Funding (No.1) Ltd (Transaction Account)
4. Notice Details:	
Party A:	Santander UK plc
Address:	2 Triton Square Regent's Place London NW1 3AN
Attention:	Medium Term Funding and Treasury Legal
Telephone:	+44 (0) 20 7756 7100

Email: MTF@santander.co.uk;
treasurylegal@santander.co.uk

Party B: Langton Funding (No. 1) Limited c/o Intertrust
Management Limited

Address: 35 Great St. Helen's
London
EC3A 6AP

Attention: The Directors

Telephone: +44 (0) 20 7398 6300

Email: UK-EMIR@intertrustgroup.com

With a copy to:- Santander UK plc

Address: 2 Triton Square
Regent's Place
London
NW1 3AN

Attention: Medium Term Funding and Treasury Legal

Telephone: +44 (0) 20 7756 7100

Email: MTF@santander.co.uk;
treasurylegal@santander.co.uk

With another copy to:- Citicorp Trustee Company Limited

Address: Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

Yours faithfully,

SANTANDER UK PLC

By:

Name:
Title:
Date:

LANGTON FUNDING (NO. 1) LIMITED

By:

Name:
Title:
Date:

Yours faithfully,

SANTANDER UK PLC

By:

Name:

Title:

Date:

LANGTON FUNDING (NO. 1) LIMITED

By:

Name:

Title:

Date:

Appendix 1

Interim Exchange Amounts

<u>Party B Interim Exchange Date</u>	<u>Party A Interim Exchange Date</u>	<u>Interim Exchange Amount</u>

EXECUTION VERSION

**Amended and Restated
Funding 1 Swap
Confirmation
(Tracker Loans - more than 15 years)**

From: Santander UK plc ("**Party A**")
2 Triton Square
Regent's Place
London
NW1 3AN

To: Langton Funding (No. 1) Limited ("**Party B**")
35 Great St. Helen's
London
EC3A 6AP

Copy: Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Attention: Agency and Trust

8 June 2012 as amended and restated on 29 May 2019

Dear Sirs,

Amended and Restated Confirmation – Funding 1 Swap (Tracker Loans – more than 15 years)

This letter constitutes a "**Confirmation**" as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 25 January 2008 between each of Party A and Party B, as amended, supplemented and/or restated from time to time and most recently amended and restated on 29 May 2019 (the "**Agreement**").

This Confirmation amends and restates, with effect from the date of this letter, the terms and conditions of the Confirmation entered into between Party A and Party B on 25 January 2008, as amended, supplemented and/or restated from time to time and most recently amended and restated on 8 June 2012 in relation to the Swap Transaction relating to the Tracker Loans of more than 15 years. The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions Schedule; and (iii) the Definitions. The following expressions shall, for the purpose of this confirmation, have the following meanings:

The term "**Transaction**" as used herein shall, for the purposes of the Definitions, have the same meaning as "**Swap Transaction**".

Base Rate Ratio means, in respect of a Calculation Period, the Relevant Base Rate Loan Balance divided by the Loan Balance for such Calculation Period.

Base Rate Spread means 0.75 per cent. per annum, or such other rate as the Calculation Agent may, in consultation with the Cash Manager, on any Assignment Date, specify as being effective for one or more succeeding Calculation Periods provided that the Rating Agencies have confirmed to the Security Trustee in

writing that such other rate will not cause the then current rating of the Rated Notes to be downgraded or placed under review for possible downgrade (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Clause 3.8 of the Master Definitions and Construction Schedule, the confirmation of one of the Rating Agencies may be sufficient for such purpose in respect of the Issuer Notes).

Calculation Date means (i) the first day of each month (or if such day is not a London Business Day, the next following London Business Day); (ii) a Funding 1 Acquisition Date; and (iii) a Funding 1 Prepayment Date.

Calculation Period means each period from, and including, each Calculation Date to, but excluding, the next Calculation Date except that (i) the initial Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Calculation Date and (ii) the final Calculation Period shall end on, but exclude, the Termination Date.

Calculation Period Funding 1 Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying the Weighted Average Base Rate for such Calculation Period to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Calculation Period Swap Provider Amount means, in respect of a Calculation Period, an amount in Sterling equal to the amount produced by applying Three Month LIBOR plus the Base Rate Spread to the Notional Amount for such Calculation Period, such amount to be calculated by the Calculation Agent on the basis of the actual number of days in such Calculation Period, divided by 365.

Funding 1 Acquisition Date means the day following each London Business Day on which Funding 1 acquires a further interest in the Trust Property from and including the Calculation Date immediately preceding the Effective Date.

Funding 1 Amount means, in respect of an Interest Period, the lowest of (i) an amount equal to the sum of each of the Calculation Period Funding 1 Amounts calculated in respect of that Interest Period's Relevant Calculation Periods and (ii) the sum of the Funding 1 Available Amounts in respect of such Relevant Calculation Periods.

Funding 1 Available Amount means, in respect of a Calculation Period, an amount, subject to a minimum of zero, equal to (1) the aggregate of the Funding 1 Revenue Receipts in respect of the Relevant Base Rate Loans that are available to be applied on the Relevant Interest Payment Date minus (2) an amount equal to the product of (i) the aggregate of the amounts required to be paid on the Relevant Interest Payment Date pursuant to items (a) to (b) (both inclusive) of the Funding 1 Pre-Acceleration Revenue Priority of Payments, each as notified by the Cash Manager in accordance with the terms of the Cash Management Agreement and (ii) the Base Rate Ratio.

Funding Swap Confirmation means each Confirmation setting out the terms of transactions entered into under the Agreement on or prior to the date of this Confirmation.

Intercompany Loans means the Intercompany Loan and any New Intercompany Loans, in each case made to Funding 1.

Interest Payment Date means each Funding 1 Interest Payment Date.

Interest Period means the period from (and including) the Effective Date to (but excluding) the first Interest Payment Date and thereafter from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the Cash Management Agreement.

Notional Amount means, in respect of a Calculation Period an amount in Sterling equal to the product of (1) (a) the Outstanding Principal Amount of all Intercompany Loans at the close of business on the day immediately preceding the Calculation Date corresponding to such Calculation Period; less (b) the sum of (i) the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to all Intercompany Loans on the first day of the relevant Calculation Period, and (ii) the amount of the Funding 1 Principal Receipts in the Funding 1 GIC Account attributable to all Intercompany Loans on the first day of the relevant Calculation Period and (2) the Base Rate Ratio in respect of such Calculation Period. The Notional Amount shall be determined in respect of the close of business on the day immediately preceding the Calculation Date corresponding to the relevant Calculation Period, as if any adjustments made on such date to the Outstanding Principal Amount of the Intercompany Loans, the balance of the Funding 1 Issuer Principal Deficiency Ledger attributable to the Intercompany Loans and the amount of Funding 1 Principal Receipts in the Funding 1 GIC Account had become effective.

Relevant Base Rate Loans means Loans (which for the avoidance of doubt, shall include any Further Advance in respect of a Loan, each to be regarded as a separate Loan for the purpose of this definition) to the extent that and for such period that their Mortgage Terms provide that they are subject to a rate of interest which is linked to the Bank of England Base Rate (and shall, for the avoidance of doubt, exclude (1) Loans (or any Further Advance in respect thereof, as the case may be) during the period that the interest on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) is fixed and (2) Loans (or any Further Advance in respect thereof, as the case may be) for which the interest rate on all of the Outstanding Principal Balance (or the relevant part of the Outstanding Principal Balance, in the case of a Further Advance) may at any time be varied in accordance with the relevant Mortgage Terms) and that have a remaining period of more than 15 years up to the earlier of (i) their reset date if any (such reset date being the date on which the rate of the Relevant Base Rate Loans resets to another rate which is not linked to the Bank of England Base Rate) and (ii) their maturity date. The remaining period shall, for this purpose, be determined at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period.

Relevant Base Rate Loan Balance means, in respect of a Calculation Period, the aggregate Outstanding Principal Balance of the Relevant Base Rate Loans at the close of business on the last calendar day of the month immediately preceding the Calculation Date corresponding to such Calculation Period, as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

Relevant Calculation Period means, in respect of an Interest Period (or the related Interest Payment Date which falls immediately after such Interest Period), each Calculation Period which ends on a date after the first day of the calendar month in which such Interest Period commenced and before the first day of the calendar month in which such Interest Period ends.

Relevant Interest Payment Date means, in respect of a Calculation Period, the Interest Payment Date in respect of which such Calculation Period is a Relevant Calculation Period.

Revenue Shortfall Ratio means, in respect of an Interest Period, a ratio equal to (i) the Funding 1 Amount corresponding to such Interest Period divided by (ii) the Funding 1 Amount corresponding to such Interest Period, assuming for the purposes of this subparagraph (ii) only that subparagraph (ii) of the definition of Funding 1 Amount did not apply.

Swap Provider Amount means, in respect of an Interest Period, an amount equal to the product of (i) the sum of (a) for each Calculation Period falling entirely within that Interest Period, the Calculation Period Swap

Provider Amount determined in respect of such Calculation Period and (b) for each Calculation Period only part of which falls within that Interest Period, the product of the Calculation Period Swap Provider Amount for that Calculation Period and a fraction the numerator of which is the number of days within that Calculation Period which fall within that Interest Period and the denominator of which is the total number of days within that Calculation Period and (ii) the Revenue Shortfall Ratio for that Interest Period (if any).

Three Month LIBOR means in respect of a Calculation Period, the weighted average of the rates of interest (excluding spreads) applicable to any outstanding Intercompany Loan on the 18th day of the calendar month in which the first day of such Calculation Period falls (or, if such 18th day is not a Business Day (as defined in the Master Definitions Schedule), the next following Business Day).

Weighted Average Base Rate means, in respect of a Calculation Period, the weighted average (by Outstanding Principal Balance) of the rates of interest charged to borrowers of Relevant Base Rate Loans during the relevant Calculation Period as notified by the Cash Manager in accordance with the provisions of the Cash Management Agreement.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. Any terms not otherwise defined herein shall have the meanings given to them in the Tenth Amended and Restated Master Definitions and Construction Schedule between, *inter alia*, Party A and Party B signed on or about the date of this Confirmation, or any other applicable Master Definitions Schedule (the **Master Definitions Schedule**).
2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc
Party B:	Langton Funding (No. 1) Limited
Trade Date:	25 January 2008
Effective Date:	25 January 2008
Termination Date:	The date on which the amount outstanding under the Intercompany Loans is reduced to zero.
Business Day centres for all Payments:	London, New York and TARGET2 Settlement Day

Interim Exchanges

Interim Exchange Amount:	Each amount specified as such in Appendix 1 (which shall constitute a Party A Interim Exchange Amount and a Party B Interim Exchange Amount).
Party B Interim Exchange Date:	In respect of an Interim Exchange Amount, the relevant New Closing Date.
Party A Interim Exchange Date:	In respect of an Interim Exchange Amount, the Funding 1 Interest Payment Date immediately following the relevant Party B Interim Exchange Date.
Calculation of Amounts:	On each Interest Payment Date, the Calculation Agent shall calculate the Swap Provider Amount and, if

	applicable, the Funding 1 Amount for the then current Calculation Period and/or Interest Period, and forthwith notify Party A, Party B and the Cash Manager of the amounts so determined and of the net amount determined in accordance with Section 2(c) of the Agreement.
Swap Provider Payments:	On each Interest Payment Date, Party A shall pay the Swap Provider Amount in respect of the Interest Period ending on and excluding such Interest Payment Date.
Funding 1 Payments:	On each Interest Payment Date, Party B shall pay the Funding 1 Amount in respect of the Interest Period ending on and excluding such Interest Payment Date.
Netting:	For the avoidance of doubt, if a Swap Provider Amount and a Funding 1 Amount are due on the same day, then Section 2(c) of the Agreement shall apply such that only the net amount is payable by the relevant party.
Calculation Agent:	Santander UK plc acting in its capacity as Servicer pursuant to the Servicing Agreement or as Cash Manager pursuant to the Cash Management Agreement, as the case may be.
3. Account Details:	
Payments to Party A:	Direct via CHAPS
Sort Code:	72-01-00
Payments to Party B:	Santander UK plc Direct via CHAPS
Sort Code:	72-01-00
Ref.:	Langton Funding (No.1) Ltd (Transaction Account)
4. Notice Details:	
Party A:	Santander UK plc
Address:	2 Triton Square Regent's Place London NW1 3AN
Attention:	Medium Term Funding and Treasury Legal
Telephone:	+44 (0) 20 7756 7100
Email:	MTF@santander.co.uk; treasurylegal@santander.co.uk

Party B:	Langton Funding (No. 1) Limited c/o Intertrust Management Limited
Address:	35 Great St. Helen's London EC3A 6AP
Attention:	The Directors
Telephone:	+44 (0) 20 7398 6300
Email:	UK-EMIR@intertrustgroup.com
With a copy to:-	Santander UK plc
Address:	2 Triton Square Regent's place London NW1 3AN
Attention:	Medium Term Funding and Treasury Legal
Telephone:	+44 (0) 20 7756 7100
Email:	MTF@santander.co.uk ; treasurylegal@santander.co.uk
With another copy to:-	Citicorp Trustee Company Limited
Address:	Citigroup Centre Canada Square Canary Wharf London E14 5LB
Attention:	Agency and Trust

Yours faithfully,

SANTANDER UK PLC

By

N

Title:

Date:

LANGTON FUNDING (NO. 1) LIMITED

By:

Name:

Title:

Date:

Yours faithfully,

SANTANDER UK PLC

By:

Name:

Title:

Date:

LANGTON FUNDING (NO. 1) LIMITED

By:

Name:

Title:

Date:

Appendix 1

Interim Exchange Amounts

<u>Party B Interim Exchange Date</u>	<u>Party A Interim Exchange Date</u>	<u>Interim Exchange Amount</u>