

DATED 25 JUNE 2014

SANTANDER UK PLC
AS SELLER

ABBEEY COVERED BONDS LLP

AND

DEUTSCHE TRUSTEE COMPANY LIMITED
AS SECURITY TRUSTEE

AMENDED AND RESTATED MORTGAGE SALE
AGREEMENT

CONTENTS

Clause	Page
1. Definitions and Construction.....	1
2. Sale and Purchase of New Portfolios	2
3. Trust of Moneys	7
4. Completion of the Assignments	8
5. Undertakings	10
6. Representations and Warrantees; Repurchase by the Seller	14
7. Further Assurance.....	18
8. Consequences of Breach	19
9. Sale of Selected Loans	19
10. Subordination	22
11. Non-Merger	23
12. No Agency or Partnership	23
13. Payments	23
14. Waivers and Variation.....	23
15. Notices.....	23
16. Assignment.....	24
17. Change of Security Trustee	24
18. Non-Petition Covenant	24
19. Third Party Rights	25
20. Governing Law	25
Schedule 1 Representations and Warranties	27
Schedule 2 Registered Transfers.....	35
Part 1 Registered Transfer	35
Part 2 LLP Registered Transfer	35
Schedule 3 Unregistered Transfers	36
Part 1 Unregistered Transfer	36
Part 2 LLP Unregistered Transfer	38
Schedule 4 Lending Criteria	41
Schedule 5 Seller Power of Attorney	44
Schedule 6 Loan Repurchase Notice	47
Schedule 7 Assignment of Third Party Rights.....	49
Schedule 8 [Intentionally Left Blank].....	52
Schedule 9 [Intentionally Left Blank].....	53
Schedule 10 Abbey Buildings Policies Insurance Acknowledgement	54

Schedule 11 Properties in Possession Insurance Acknowledgement	56
Schedule 12 New Portfolio Notice	57
Schedule 13 Selected Loan Offer Notice.....	59
Schedule 14 Selected Loan Repurchase Notice.....	62
Schedule 15 Forms of Scottish Transfer.....	64
Part 1 Land Register Transfer	64
Part 2 Sasine Register Transfer	66
Part 3 LLP Land Register Transfer	68
Part 4 LLP Sasine Register Transfer	70
Schedule 16 Form of Scottish Declaration of Trust.....	72
Schedule 17 Forms of Northern Irish Transfer	79
Part 1 Registered Land	79
Part 2 Unregistered Land.....	81
Part 3 LLP: Registered Land	85
Part 4 LLP: Unregistered Land	88
Appendix 1 Initial Portfolio.....	92
Appendix 2 Standard Documentation.....	93
Appendix 3 Standard Documentation List.....	94

THIS AMENDED AND RESTATED MORTGAGE SALE AGREEMENT is made on 25 June 2014

BETWEEN:

- (1) **SANTANDER UK PLC** (formerly **ABBEY NATIONAL PLC**) (registered number 2294747), a public limited company incorporated under the laws of England and Wales whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Seller**");
- (2) **ABBEY COVERED BONDS LLP** (registered number OC312644), a limited liability partnership incorporated under the laws of England and Wales whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the "**LLP**"); and
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED**, a company incorporated under the laws of England and Wales whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its capacity as "**Security Trustee**").

WHEREAS:

- (A) The Seller carries on the business of, *inter alia*, originating mortgage loans to individual borrowers secured on residential properties in England, Wales, Scotland and Northern Ireland.
- (B) The Seller has agreed to sell and the LLP has agreed to purchase certain of the mortgage loans referred to in recital A together with the benefit of the related security for the same on the terms and subject to the conditions set out in this Agreement.
- (C) The Seller sold the Initial Portfolio to the LLP on the First Assignment Date.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND CONSTRUCTION

- 1.1 The master definitions and construction agreement made between, *inter alios*, the parties to this Agreement on 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010 and 24 December 2012 and as further amended on 12 July 2013 (as the same may be amended, varied and/or supplemented from time to time, the "**Master Definitions and Construction Agreement**") is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Agreement (as so amended, varied and/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 (*Interpretation and Construction*) of the Master Definitions and Construction Agreement.
- 1.2 For the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Transaction Documents are, so far as applicable, incorporated herein.

- 1.3 This Agreement amends and restates the Mortgage Sale Agreement (the "**Original Mortgage Sale Agreement**") dated 3 June 2005 as amended and restated on 4 October 2007 and 20 May 2008 between the parties thereto in respect of a Covered Bond Programme (the "**Programme**") established by the Issuer and shall take effect on and from the date hereof. This Agreement shall apply to the sale of any Loans and their Related Security by the Seller to the LLP on or after the date hereof. The Original Mortgage Sale Agreement shall apply to, and remain in full force and effect in respect of any sale of Loans and their Related Security by the Seller to the LLP effected between 3 June 2005 and 4 October 2007. The Original Mortgage Sale Agreement as amended and restated on 4 October 2007 shall apply to, and remain in full force and effect in respect of, any sale of Loans and their Related Security effected between 4 October 2007 and 20 May 2008. The Original Mortgage Sale Agreement as amended and restated on 20 May 2008 shall apply to, and remain in full force and effect in respect of, any sale of Loans and their Related Security effected between 20 May 2008 and the date hereof.
- 1.4 Any schedule of New Loans attached to any New Portfolio Notice may be provided in a document stored upon electronic media (including, but not limited to, a CD-ROM) in a form acceptable to the LLP and the Security Trustee (each acting reasonably).

2. **SALE AND PURCHASE OF NEW PORTFOLIOS**

- 2.1 Subject to fulfilment of the conditions and undertakings set out in Clause 2.4 to 2.8, if the Seller shall, at any time and from time to time serve a properly completed New Portfolio Notice in duplicate on the LLP with a copy to the Security Trustee (such service to be in the Seller's sole discretion), the Seller agrees that on the date for completion of the sale specified in such New Portfolio Notice the Seller shall sell to the LLP the New Loans and their Related Security in the relevant New Portfolio with full title guarantee (or, in the case of any Scottish Loans and their Related Security in the relevant New Portfolio and situated in or governed by the law of Scotland, with absolute warrandice) (or, in the case of any Northern Irish Loans and their Related Security in the relevant New Portfolio and situated in or governed by the law of Northern Ireland, as beneficial owner).
- 2.2 Within three London Business Days of receipt of a New Portfolio Notice in duplicate the LLP shall countersign that New Portfolio Notice in duplicate and return one original copy to the Seller with a copy to the Security Trustee and the LLP agrees subject to the provisions of the LLP Deed, to purchase with full title guarantee (or, as applicable, with absolute warrandice or as beneficial owner) the relevant Loans and their Related Security which will be New Loans and their Related Security comprised in the relevant New Portfolio on the date for completion specified in the relevant New Portfolio Notice.
- 2.3 If the LLP receives written notification from the Cash Manager that the Adjusted Aggregate Loan Amount is less than the aggregate Sterling Equivalent of the Principal Amount Outstanding of all Covered Bonds, as determined by the Cash Manager on any Calculation Date, then the LLP shall at its sole discretion within three London Business Days of receiving such written notice notify the Seller requesting that the Seller offer to sell to the LLP in accordance with the provisions of this Clause 2 sufficient New Loans and their Related Security on or before the next Calculation Date to ensure that, taking into account the other assets and resources

available to the LLP, the Asset Coverage Test is met on the next Calculation Date and the Seller undertakes to use all reasonable endeavours to offer to sell to the LLP and the LLP undertakes to use all reasonable endeavours to acquire from the Seller sufficient New Loans and their Related Security so that, taking into account the other assets and resources available to the LLP, the Asset Coverage Test is met on the next Calculation Date **provided that** the Seller shall not be obliged to sell to the LLP, and the LLP shall not be obliged to acquire, New Loans and their Related Security if in the reasonable opinion of the Seller the sale to the LLP of such New Loans and their Related Security would adversely affect the business of the Seller.

2.4 The conditions to be met as at each Assignment Date are:

- (a) there shall have been neither an Abbey Event of Default and service of an Abbey Acceleration Notice nor an LLP Event of Default and service of an LLP Acceleration Notice as at the relevant Assignment Date;
- (b) the LLP, acting on the advice of the Cash Manager, is not aware, and could not reasonably be expected to be aware, that the proposed purchase by the LLP of the relevant Loans and their Related Security on the relevant Assignment Date would adversely affect the then current rating by Moody's, S&P or Fitch of the then-outstanding Covered Bonds;
- (c) the yield (as calculated below) of the Loans in the Portfolio together with the yield of the Loans to be assigned to the LLP on the relevant Assignment Date (together, for the purposes of this paragraph (c) of Clause 2.4, the "**Relevant Loans**") is not less than the weighted average of LIBOR for Sterling deposits under the Interest Rate Swaps as at the immediately preceding Calculation Date plus 0.50 per cent. The yield of the Relevant Loans is to be calculated as follows:

$$\frac{(A \times B) + (C \times (D - E + F)) + (G \times (H + I))}{J}$$

Where:

- A = the average Outstanding Principal Balance, on the relevant Assignment Date, of the Relevant Loans which are Fixed Rate Loans
- B = LIBOR plus the fixed rate spread on the relevant Assignment Date
- C = the average Outstanding Principal Balance, on the relevant Assignment Date, of the Relevant Loans which are Variable Rate Loans
- D = the weighted average variable rate of the Relevant Loans on the relevant Assignment Date
- E = the current SVR for the Relevant Loans on the relevant

Assignment Date

- F = LIBOR plus the variable rate spread on the relevant Assignment Date
- G = the average Outstanding Principal Balance, on the relevant Assignment Date, of the Relevant Loans which are Tracker Loans
- H = LIBOR plus the tracker rate spread on the relevant Assignment Date
- I = the weighted average margin of the Tracker Loans over the Bank of England repo rate on the relevant Assignment Date
- J = the average Outstanding Principal Balance of the Relevant Loans on the relevant Assignment Date;
- (d) no Loan that is proposed to be sold to the LLP on the relevant Assignment Date has an Outstanding Principal Balance of more than £1,000,000;
- (e) if the Loans that are proposed to be sold to the LLP on the relevant Assignment Date include New Loan Types, the LLP has received written confirmation from each of the Rating Agencies that if such New Loan Types were to be sold to the LLP, such sale of the New Loan Types to the LLP would not have an adverse effect on the then-current ratings by Moody's, S&P or Fitch of the then-outstanding Covered Bonds; and
- (f) no Loan that is proposed to be sold to the LLP on the relevant Assignment Date relates to a Property which is not a residential property.

2.5 The obligations of the Seller and the LLP under Clauses 2.1 and 2.2 shall be subject to and conditional upon no Insolvency Event having occurred in relation to the Seller or the LLP which is continuing as at the relevant Assignment Date **provided that** if any part of the consideration for a sale is satisfied pursuant to Clause 2.6, such condition shall be deemed to be satisfied or waived and, if the sale was in fact made at a time when an Insolvency Event had occurred and was continuing in relation to the Seller, Clause 6.3 shall be applicable on the same basis as if Schedule 1 had contained a Representation and Warranty that no Insolvency Event in relation to the Seller had occurred at such time and that there is a material breach of such Representation and Warranty.

2.6 Subject to fulfilment of the conditions referred to in Clauses 2.4 and 2.5, the relevant Purchase Price to be provided to the Seller for the sale of a New Portfolio to the LLP on an Assignment Date shall be satisfied by a combination of:

- (a) a cash payment in Sterling to be made by the LLP in the manner that the Seller directs from the proceeds of the relevant Term Advance made on such Assignment Date (after the exchange of such proceeds into Sterling, if required, pursuant to the relevant Covered Bond Swap(s)) and/or, subject to Clause 2.7, from Available Principal Receipts; and/or

- (b) the Seller being treated as having made a Capital Contribution in Kind in an amount equal to the difference between the Outstanding Principal Balance of the New Loans sold by the Seller as at the relevant Assignment Date and the cash payment (if any) made by the LLP in accordance with paragraph (a) of Clause 2.6; and
- (c) Deferred Consideration (including any Postponed Deferred Consideration) which shall be paid by the LLP on each LLP Payment Date (provided there are available funds and after the making of any provisions in accordance with normal accounting practice) in accordance with the relevant Priorities of Payments.

The Seller shall be paid that part of the relevant Purchase Price constituting the cash payment referred to in paragraph (a) of Clause 2.6 by telegraphic transfer by the LLP on the relevant Assignment Date.

- 2.7 Subject to clauses 14 and 15 of the LLP Deed, on each LLP Payment Date the LLP may apply Available Principal Receipts towards the purchase of New Loans and their Related Security offered to the LLP by the Seller in accordance with Clauses 2.1 and 2.2 and/or Substitution Assets (in respect of any Substitution Assets up to the prescribed limit) in an amount sufficient to ensure that, taking into account the other assets and resources available to the LLP, the LLP is in compliance with the Asset Coverage Test.
- 2.8 On the date of the assignment of any New Portfolio, a meeting shall take place at the offices of the Seller or at such other office as may be agreed by the parties at which the Seller shall deliver to the Security Trustee or its representative the following documents:
 - (a) in respect of the first New Portfolio assigned on or after the date of this Agreement only, two originals of the power of attorney substantially in the form set out in Schedule 5, duly executed by the Seller or its properly appointed attorney;
 - (b) a duly executed assignment and assignation of rights against third parties comprised in the relevant New Portfolio dated as of the date of the sale and purchase of the New Portfolio and substantially in the form of the Assignment of Third Party Rights;
 - (c) a certificate signed by at least one authorised signatory of the Seller dated as of the relevant Assignment Date attaching if applicable a copy of the board minutes of the Seller (if not previously delivered to the Security Trustee) authorising its duly authorised representatives to agree to the sale of the relevant New Portfolio and authorising execution of the documentation to be entered into pursuant to this Agreement and confirming that the resolutions referred to therein and in the board minutes authorising the sale are in full force and effect and have not been amended or rescinded as at the date of the certificate;
 - (d) a solvency certificate signed by at least one authorised signatory of the Seller dated as at the relevant Assignment Date, but only in the event that (i) the

relevant Assignment Date is also an Issue Date and/or (ii) a solvency certificate has not been delivered by the Seller in the three months prior to the relevant Assignment Date and/or (iii) as at the relevant Assignment Date the short-term, unsecured, unsubordinated and unguaranteed debt obligations of the Seller are not rated at least A-1, P-1 or F-1 by S&P, Moody's and Fitch, respectively and/or (iv) an Abbey Event of Default has occurred and is continuing; and

- (e) a Scottish Declaration of Trust in respect of the Scottish Loans in the New Portfolio (if any) and their Related Security, substantially in the form set out in Schedule 16 and with the Schedule thereto duly completed, which has been duly executed by the Seller and the LLP.

Within three London Business Days of the relevant Assignment Date the Seller undertakes to provide the LLP and the Security Trustee with an updated, complete and accurate list of the New Loans and their Related Security that comprise the relevant New Portfolio, which may be provided in a document stored upon electronic media (including, but not limited to, a CD-ROM) in a form acceptable to the LLP and the Security Trustee (each acting reasonably).

The parties hereto acknowledge that completion on each relevant Assignment Date of the sale to the LLP of all of the Seller's right, title, interest and benefit in and to the relevant New Portfolio shall occur as indicated in this Clause 2 **provided that** the matters described in Clauses 4.1 and 4.4 shall not occur until the relevant time indicated in Clause 4 or, as applicable, Clause 5.4.

- 2.9 The Seller undertakes that from the relevant Assignment Date until the perfection of the assignment in accordance with Clauses 4.1 and 4.4, the Seller shall hold the Customer Files and, save in relation to Loans which are Dematerialised Loans, the Title Deeds (if any) relating to each New Loan in a New Portfolio assigned by it on the relevant Assignment Date that are in its possession or under its control or held to its order to the order of the Security Trustee or as the Security Trustee shall otherwise direct, whilst such New Loan remains in the Portfolio.
- 2.10 On each Assignment Date that the Purchase Price, payable by the LLP to the Seller in consideration for the New Loans and their Related Security comprised in the relevant New Portfolio to be sold to the LLP on the relevant Assignment Date, is in excess of 35 per cent. of the existing Portfolio, the LLP shall appoint at the cost of the LLP a firm of independent auditors to undertake a due diligence exercise on a sample of the Customer Files relating to the New Loans to be sold to the LLP on the relevant Assignment Date.
- 2.11 The sale by the Seller of any New Loans and their Related Security to the LLP shall not include any obligation to pay any Further Advances or Flexible Loan Drawings or any other such obligation relating to payment of funds to a Borrower in respect of such New Loans (including, without limitation, any obligation to pay any Delayed Cashback or Reward Cashback), which obligation shall at all times, and notwithstanding the sale of such New Loans and their Related Security to the LLP, remain an obligation of the Seller.

2.12 If any sale of any New Portfolio by the Seller to the LLP on the relevant Assignment Date includes the sale of any New Loans:

- (a) which are New Loan Types; or
- (b) in relation to which the relevant Borrower grants a mortgage or standard security over a property which is subject to a shared ownership lease or a staircase purchasing arrangement,

then the Seller shall procure that on the relevant Assignment Date its legal advisers shall provide the LLP and the Security Trustee with legal opinions opining on, amongst other things, the sale of such New Loans referred to in paragraphs (a) and (b) of Clause 2.12 to the LLP in such form as may be reasonably required by the Security Trustee and the parties agree that the Representations and Warranties shall, with the prior consent of the Security Trustee (such consent to be given in accordance with Clause 6.12) be modified as appropriate to accommodate such New Loans.

2.13 The Seller shall not sell any New Loans to the LLP which have not been originated by it and which have been purchased from third parties unless the Rating Agencies have confirmed that the then current ratings of the Covered Bonds will not be adversely affected thereby.

2.14 The LLP shall pay to the Seller all Third Party Amounts on each LLP Payment Date.

3. **TRUST OF MONEYS**

3.1 Notwithstanding the sales effected by this Agreement (or by any Scottish Declaration of Trust made pursuant hereto), if at, or at any other time after, the relevant Assignment Date (but prior to any repurchase in accordance with Clause 6) the Seller holds, or there is held to its order, or it receives, or there is received to its order any property, interests, rights or benefits and/or the proceeds thereof hereby agreed to be sold, the Seller undertakes to each of the LLP and the Security Trustee that, subject to Clause 4, it will promptly remit, assign and/or transfer the same to the LLP or, if appropriate, the Security Trustee or as either of them shall direct and until it does so or to the extent that the Seller is unable to effect such remittance, assignment, assignation or transfer, it will hold such property, interests, rights or benefits and/or the proceeds thereof upon trust for the LLP.

3.2 If at, or at any other time after, the relevant Assignment Date the LLP holds, or there is held to its order, or it receives, or there is received to its order, any property, interests, rights or benefits relating to any Loan and its Related Security repurchased by the Seller pursuant to Clause 6 and/or the proceeds thereof, or relating to (without prejudice to Clause 8) any amounts payable by a Borrower to the Seller in respect of any Loan in the Portfolio which the Seller has not agreed to sell to the LLP, the LLP undertakes to the Seller that it will remit, assign, re-assign, retrocede or transfer the same to the Seller, as the case may require, and until it does so or to the extent that the LLP is unable to effect such remittance, assignment, assignation, re-assignment, retrocession or transfer, the LLP undertakes to hold such property, interests, rights or benefits and/or the proceeds thereof upon trust for the Seller as the beneficial owner thereof or as the Seller may direct **provided that** the LLP shall not be in breach of its obligations under this Clause 3 if, having received any such moneys and paid them to

third parties in error, it pays an amount equal to the moneys so paid in error to the Seller in accordance with the relevant Servicing Agreement. In addition, if the Seller is required or elects to repurchase any Loan and its Related Security pursuant to Clause 6 and such Loan or its Related Security, or any part thereof, or any property, interest, right or benefit therein or any of the proceeds thereof (each, a relevant asset), is held by the Seller subject to a trust pursuant to this Clause 3.2, then the Seller, the LLP and the Security Trustee agree that such relevant asset shall be released from the trust constituted pursuant to Clause 3.1 on the date that such relevant asset is repurchased or retransferred pursuant to Clause 6.

4. COMPLETION OF THE ASSIGNMENTS

4.1 The assignments, assignments or transfers of Loans and their Related Security and all right, title, interest and benefit of the Seller in the Portfolio (or, where specified below, the Selected Loans and their Related Security) contemplated by this Agreement shall be completed on or before the twentieth London Business Day after the earliest to occur of:

- (a) service of a Notice to Pay (unless the Seller has notified the LLP that it will accept the offer set out in the Selected Loan Offer Notice within the prescribed time) or an LLP Acceleration Notice;
- (b) in respect of Selected Loans only, at the request of the LLP following the acceptance of any offer to sell Selected Loans and their Related Security to any person who is not the Seller;
- (c) the Seller and/or the LLP being required, by an order of a court of competent jurisdiction, or by a regulatory authority to which the Seller is subject or any organisation whose members comprise, but are not necessarily limited to, mortgage lenders with whose instructions it is customary for the Seller to comply, to perfect legal title to the Loans and their Related Security;
- (d) it being rendered necessary by law to take such actions;
- (e) the Security under the Deed of Charge or any material part of that Security being in jeopardy and the Security Trustee certifying that, in its reasonable opinion, such action is necessary in order to materially reduce such jeopardy;
- (f) unless otherwise agreed in writing by the Security Trustee (with the Rating Agencies having confirmed it would not adversely affect the then current ratings of the Covered Bonds), the termination of the Seller's role as Servicer under the Servicing Agreement unless the substitute servicer, if any, is a member of the Enlarged Abbey Group;
- (g) the Seller calling for legal assignment or assignment (as appropriate) by giving notice in writing to the LLP and the Security Trustee;
- (h) the date on which the Seller ceases to be assigned a long-term, unsecured, unsubordinated and unguaranteed debt obligation credit rating by S&P of at least BBB- or by Moody's of at least Baa3 or by Fitch of at least BBB-; or
- (i) the occurrence of an Insolvency Event in relation to the Seller.

4.2 Completion of the transfer of:

- (a) English Mortgages in the Portfolio over Registered Land shall be effected by means of a transfer in the form of Registered Transfer indicated in Schedule 2, Part 1;
- (b) English Mortgages in the Portfolio over Unregistered Land shall be effected by a transfer substantially in the form of Unregistered Transfer set out in Schedule 3, Part 1;
- (c) Scottish Mortgages in the Portfolio over land registered or required to be registered in the Land Register of Scotland shall be effected by an assignation substantially in the form of Scottish Transfer set out in Schedule 15, Part 1;
- (d) Scottish Mortgages in the Portfolio over land recorded or required to be recorded in the General Register of Sasines shall be effected by an assignation substantially in the form of Scottish Transfer set out in Schedule 15, Part 2;
- (e) Northern Irish Mortgages in the Portfolio over Registered Land shall be effected by a transfer substantially in the form of Northern Irish Transfer set out in Schedule 17, Part 1;
- (f) Northern Irish Mortgages in the Portfolio over Unregistered Land shall be effected by a transfer substantially in the form of Northern Irish Transfer set out in Schedule 17, Part 2;
- (g) any other matter comprised in the Portfolio shall be in such form as the Security Trustee may reasonably require.

4.3 For the avoidance of doubt, prior to the completion of the assignment, assignation or transfer (as appropriate) of any Loan and its Related Security to the LLP pursuant to Clause 4.1 with effect from the relevant Assignment Date relating to that Loan and its Related Security:

- (a) legal title to each English Loan and its Related Security in the Portfolio shall be vested in the Seller and, subject to Clause 3.2, sole beneficial title shall be vested in the LLP;
- (b) legal title to each Northern Irish Loan and its Related Security in the Portfolio shall be vested in the Seller and, subject to Clause 3.2, sole beneficial title shall be vested in the LLP; and
- (c) title to each Scottish Loan and its Related Security in the Portfolio shall be vested in the Seller, with, subject to Clause 3.2, the LLP having the beneficial interest in such Scottish Loans and their Related Security pursuant to the relevant Scottish Declaration of Trust.

4.4 Prior to completion pursuant to Clause 4.1 (but subject to Clause 5.5) neither the LLP nor the Security Trustee will:

- (a) submit or require the submission of any notice, form, request or application to or pay any fee for the registration or recording of, or the noting of any interest

at the Land Charges Department of the Land Registry or at the Land Registry or the Registers of Scotland or at the Land Registry of Northern Ireland or Registry of Deeds in relation to, the Security Trustee's and/or the LLP's interests in the Portfolio;

- (b) give or require the giving of any notice to any Borrower of the assignment or assignation of that Borrower's Loan and its Related Security to the LLP pursuant to this Agreement or the charge by the LLP of the LLP's interest in that Borrower's Loan and its Related Security to the Security Trustee pursuant to the Deed of Charge; or
- (c) send or require to be sent to any solicitor, licensed or qualified conveyancer or other person who has acted on behalf of the Seller in respect of any Mortgage with respect to which the Seller has not received a complete set of the Title Deeds (if applicable) a letter or other communication requiring such solicitor, licensed or qualified conveyancer or other person to hold such documents (if any) to the order of the Security Trustee or the LLP.

4.5 Within 25 London Business Days following completion pursuant to Clause 4.1, the Seller will do such of the acts or things referred to in Clause 4.4 as the Security Trustee or the LLP requires the Seller to do.

4.6 The Seller shall indemnify each of the LLP and the Security Trustee from and against any and all costs, fees and expenses which may be incurred by the LLP and/or the Security Trustee by reason of the doing of any act, matter or thing referred to in this Clause 4 and Clause 5.4.

5. UNDERTAKINGS

5.1 The LLP undertakes to the Seller that it will at all times (or will direct the Servicer at all times to) administer and enforce (and exercise its powers and rights and perform its obligations under) the Loans comprised in the Portfolio and their Related Security in accordance with the Seller's Policy (for so long as it exists and thereafter in accordance with such policies as would be applied by a Reasonable, Prudent Mortgage Lender in the conduct of its business), **provided that** if the Seller fails to comply with its obligations to repurchase any Loan and its Related Security pursuant to Clause 6.6, the LLP shall be entitled to waive any Early Repayment Fee in respect of such Loan and its Related Security if, in the LLP's reasonable opinion, such waiver is reasonably necessary in order to effect an interest rate change or a change in the terms and conditions relating to a Loan which is not a Fixed Rate Loan.

5.2 The Seller undertakes to the LLP that, in the event that any Borrower establishes that it has at any time prior to the First Assignment Date or, as the case may be, the relevant Assignment Date, paid to the Seller any amounts in excess of sums due to the Seller as at the relevant date of payment under the Mortgage Conditions applicable to that Loan (other than an Overpayment made by a Borrower under a Flexible Loan), the Seller will reimburse the Borrower for such overpayment together with any interest, cost or other expense associated therewith. The Seller further agrees to hold the LLP harmless against any such claims and to indemnify the LLP on an after Tax basis in relation to any costs, expense, loss or other claim which may arise in connection therewith. Any payment made by the Seller to the LLP in discharge of the

foregoing indemnity shall be regarded as a rebate of part of the Purchase Price of the relevant Loan.

- 5.3 If, as a result of a breach of Representation and Warranty 1.18 of Schedule 1, the LLP or the Security Trustee suffers any loss, cost, expense or liability (any such loss, cost, expense or liability referred to in this Clause 5.3 as a Loss), then the Seller agrees to hold the Security Trustee and the LLP harmless against any such Loss and to indemnify the Security Trustee and the LLP in relation to any Loss which may arise in connection therewith. If the Seller fails to so indemnify the Security Trustee and the LLP within 30 London Business Days of demand being made therefor, then the amounts due may be deducted by way of set-off from income due to the Seller pursuant to clause 14.3(j) of the LLP Deed.
- 5.4 Each of the Seller and the LLP undertakes to each other and to the Security Trustee that if and to the extent that any determination shall be made by any court or other competent authority or any ombudsman or regulator in respect of any Loan and its Related Security that:
- (a) any material term which relates to the recovery of interest under the Standard Documentation applicable to that Loan and its Related Security is unfair;
 - (b) the treatment of any Borrower in relation to the interest payable by that Borrower under any Loan is unfair;
 - (c) the interest payable under any Loan is to be set by reference to the Abbey Standard Variable Rate (and not by reference to the standard variable rate of interest of the Seller's successors or assigns or those deriving title from them);
 - (d) the variable margin under any Tracker Loan must be set by the Seller (rather than by its successors or assigns or those deriving title from them);
 - (e) the interest payable under any Loan is to be set by reference to an interest rate other than that set or purported to be set by the Servicer as a result of the Seller having more than one variable mortgage rate;
 - (f) a Borrower should be or should have been offered the opportunity to switch to an interest rate other than that set by the Servicer for that Borrower as a result of the Seller having more than one variable mortgage rate; or
 - (g) there has been any breach of or non-observance or non-compliance with any obligation, undertaking, covenant or condition on the part of the Seller relating to the interest payable by or available to a Borrower under any Loan,

then, at the Security Trustee's direction, the LLP will serve upon the Seller a notice in the form of the Loan Repurchase Notice requiring the Seller to repurchase the relevant Loan and all other Loans under the relevant Mortgage Account and their Related Security in accordance with Clause 6.6 (but in the case of a determination in respect of paragraph (c) of Clause 5.4 above, only if at any time on or after such determination, the Abbey Standard Variable Rate (as applicable) shall be below or shall fall below the standard variable rate of interest set by such successors or assigns or those deriving title from them).

Until it shall have express notice pursuant to this Agreement to the contrary, the Security Trustee shall be entitled to assume that none of the events specified in paragraph (a) to (g) of this Clause 5.4 has occurred or, with the giving of any notice, certification, declaration, demand or the taking of similar action, would occur.

5.5 The Seller undertakes to the LLP and the Security Trustee that if its long-term, unsecured, unsubordinated and unguaranteed debt obligations cease to be assigned a long-term credit rating:

- (a) from S&P of at least BBB+, from Moody's of at least Baa1 or from Fitch of at least BBB+, the Seller shall deliver to the LLP, the Security Trustee (upon request) and the Rating Agencies within 15 London Business Days a draft letter of notice to each Borrower of a Loan in the Portfolio of the sale and purchase effected by this Agreement (and, in the case of any Scottish Loan, the making of the relevant Scottish Declaration of Trust); and
- (b) from S&P of at least BBB-, from Moody's of at least Baa3 or from Fitch of at least BBB-, the Seller shall within 10 London Business Days of it becoming aware of such a rating being assigned give notice to each Borrower of a Loan in the Portfolio of the sale and purchase effected by this Agreement (and, in the case of any Scottish Loan, the making of the relevant Scottish Declaration of Trust).

5.6 The Seller undertakes to the LLP and the Security Trustee that, pending completion under Clause 4, the Seller:

- (a) shall promptly notify the LLP and the Security Trustee in writing if it receives written notice of any litigation or claim calling into question in any material way the Seller's or the LLP's title to any Loan comprised in the Portfolio or its Related Security or if it becomes aware of any material breach of any of the Representations and Warranties or other obligations under this Agreement;
- (b) shall, if reasonably required so to do by the LLP or the Security Trustee, participate or join in any legal proceedings to the extent necessary to protect, preserve and enforce the Seller's or the LLP's or the Security Trustee's title to or interest in any Loan or its Related Security;
- (c) shall use all reasonable endeavours to obtain the title numbers to each Property in respect of which a Mortgage is registered at the Land Registry or the Land Register of Scotland and the recording dates of each Scottish Mortgage recorded at the General Register of Sasines and the folio numbers to each property in respect of which a Mortgage is registered at the Land Registry of Northern Ireland and the registration details of each Northern Irish Mortgage registered at the Registry of Deeds to the extent that such title number, recording date, folio number or registration details do not appear in the Appendix to this Agreement (or, as the case may be, the relevant New Portfolio Notice) and shall in any event obtain the same prior to the LLP Payment Date falling in the month during which the first anniversary of the First Assignment Date (or, as the case may be, the relevant Assignment Date) falls; and

- (d) shall make and enforce claims which the Seller is entitled to make under the Abbey Insurance Policies and the Building Policies and hold the proceeds of such claims on trust for the LLP or as the LLP may direct; and
 - (e) shall not do or omit to do any act or thing which might, in the reasonable opinion of the Security Trustee, prejudice the interests of the LLP and/or the Security Trustee in the Portfolio (save to the extent that such act or omission is permitted by any Transaction Document).
- 5.7 The Seller undertakes to the LLP that it is and at all times shall remain solely responsible for funding any Further Advance made to a Borrower or any Flexible Loan Drawing made by a Borrower with respect to a Loan in the Portfolio, and acknowledges that any such Further Advance or Flexible Loan Drawing shall be effectively assigned to the LLP. As consideration for the assignment of the Further Advance or Flexible Loan Drawing to the LLP, there shall be a deemed Capital Contribution in Kind by the Seller (in its capacity as Member) in an amount equal to the relevant increase of the Outstanding Principal Balance of the Loan, in accordance with clause 8.3 of the LLP Deed. For the avoidance of doubt, the LLP will not be required to advance moneys to the Seller or to a Borrower in order to fund such Further Advance or Flexible Loan Drawing in any circumstances whatsoever.
- 5.8 The Seller shall pay to the LLP an amount equal to the unpaid interest associated with any Payment Holiday taken by a Borrower with respect to a Loan. There shall be a deemed Cash Capital Contribution by the Seller (in its capacity as Member) in an amount equal to the relevant increase in respect of the Loan, in accordance with clause 8.3 of the LLP Deed.
- 5.9 The LLP undertakes to the Seller that it will not (and will direct the Servicer not to) exercise the right under:
- (a) condition 13.6 of the Flexible Plus Mortgage Conditions 2003 (edition) to adjust the tracking differential in relation to any of the Flexible Plus Loans governed by the Flexible Plus Mortgage Conditions 2003 (edition); or
 - (b) condition 13.6 of the Flexible Plus Mortgage Conditions 2006 (edition) to adjust the tracking differential in relation to any of the Flexible Plus Loans governed by the Flexible Plus Mortgage Conditions 2006 (edition),
- unless an external legal opinion has been obtained by the Seller confirming that, having reviewed the relevant product literature and Mortgage Terms, the exercise of such right would not be unfair for the purposes of the Unfair Terms in Consumer Contract Regulations 1999.
- 5.10 The Seller undertakes to the LLP and the Security Trustee that it will comply with any and all orders of the FCA and any court of competent jurisdiction made pursuant to Regulation 33 of the RCB Regulations to sell Loans and their Related Security to the LLP in accordance with the RCB Regulations.

6. **REPRESENTATIONS AND WARRANTIES; REPURCHASE BY THE SELLER**

6.1

- (a) The Seller hereby makes the Representations and Warranties in relation to:
 - (i) each New Loan and its Related Security in a New Portfolio sold by the Seller pursuant to Clause 2 of this Agreement, on the relevant Assignment Date in favour of the LLP and the Security Trustee; and
 - (ii) each Loan remaining in the Portfolio which is subject to a Product Switch or a Further Advance on the date on which the relevant Product Switch or Further Advance (as the case may be) is made, in favour of the LLP and the Security Trustee.
- (b) Each statement comprised in the Representations and Warranties shall be construed as a separate statement and (save as expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other such statement.
- (c) The Seller acknowledges:
 - (i) that the Representations and Warranties are made with a view to inducing the LLP and the Security Trustee (as the case may be) either to enter into this Agreement and the other Transaction Documents to which it is a party or to agree to purchase the Loans and their Related Security comprised in each New Portfolio;
 - (ii) that each of the LLP and the Security Trustee has entered into this Agreement and the other Transaction Documents to which it is a party in reliance upon the Representations and Warranties notwithstanding any information in fact possessed or discoverable by the LLP and/or the Security Trustee or otherwise disclosed to any of them; and
 - (iii) that prior to entering into this Agreement and the other Transaction Documents to which each is a party neither the LLP nor the Security Trustee has made any enquiries of any matter.

6.2 The LLP's and the Security Trustee's sole remedy in respect of a breach of any of the Representations and Warranties shall be to take action under this Clause 6.

6.3 In the event of a material breach of any of the Representations or Warranties in respect of any Loan and/or its Related Security made under Clause 6.1 or if any of those Representations or Warranties proves to be materially untrue in the case of a New Portfolio as at the relevant Assignment Date or in the case of a Loan in respect of which a Product Switch or a Further Advance is made, as at the date on which the relevant Product Switch or Further Advance is made (as the case may be) and **provided that:**

- (a) the LLP has given the Seller not less than 20 London Business Days' notice in writing;

- (b) the LLP has obtained the prior written consent of the Security Trustee; and
- (c) such breach or untruth, where capable of remedy, is not remedied to the reasonable satisfaction of the Security Trustee within the 20 London Business Day period referred to in paragraph (a) of Clause 6.3 (or such longer period as the Security Trustee may in its absolute discretion direct the LLP in writing),

then the LLP shall serve upon the Seller a Loan Repurchase Notice in duplicate substantially in the form set out in Schedule 6 requiring the Seller to repurchase the relevant Loan and its Related Security (and any other Loan secured or intended to be secured by that Related Security or any part of it) in accordance with Clause 6.6.

- 6.4 The Seller may at any time offer to repurchase any Loan in the Portfolio and its Related Security (including, without limitation, any Defaulted Loan and its Related Security or any Loan and its Related Security that is or is to be the subject of a Product Switch or a Further Advance) from the LLP. The LLP may at its absolute discretion accept such offer by delivering a Loan Repurchase Notice duly signed on behalf of the LLP and the provisions of Clause 6.6 shall apply, **provided that** if an Abbey Event of Default has occurred and is continuing, any such repurchase shall be conditional upon the delivery by the Seller to the LLP and the Security Trustee of a solvency certificate (in such form as the LLP and the Security Trustee may reasonably require).
- 6.5 If the Seller accepts an application from, or makes an offer (which is accepted) to, a Borrower for a Product Switch or Further Advance which constitutes an unconditional obligation on the part of the Seller to make such Product Switch or Further Advance in respect of any Loan in the Portfolio and the Eligibility Criteria set out in paragraphs (c), (d), (e) and (f) of Clause 2.4 (for purposes of this Clause 6.5 as if references therein to "New Loans" are to be construed as references to the Loan which would result from the making of such Product Switch or Further Advance (as the case may be) and references to "sale" are to be construed as references to the making of the Product Switch or Further Advance (as applicable)) are not satisfied on the date on which the Product Switch or Further Advance (as applicable) is made, then the LLP shall, by serving on the Seller a Loan Repurchase Notice in duplicate substantially in the form set out in Schedule 6 require the Seller to repurchase the relevant Loan which is the subject of the Product Switch or Further Advance (as the case may be) and its Related Security (and any other Loan under the relevant Mortgage Account) in accordance with Clause 6.6.

6.6 Upon receipt of a Loan Repurchase Notice duly signed on behalf of the LLP the Seller shall, pursuant to its obligation or agreement to repurchase the applicable Loans pursuant to Clause 6.3, 6.4 or 6.5 above, sign and return a duplicate copy and shall thereby repurchase from the LLP, and the LLP shall thereby re-assign or re-transfer to the Seller free from the Security created by or pursuant to the Deed of Charge, the relevant Loan and its Related Security (and any other Loan under the relevant Mortgage Account). Completion of such repurchase shall take place on the Calculation Date after receipt by the Seller of such Loan Repurchase Notice or such other date as the LLP may direct in the Loan Repurchase Notice (**provided that** the date so specified by the LLP shall not be later than 90 days after receipt by the Seller of such notice) when the Seller shall pay to the GIC Account (or as the LLP shall direct) an amount equal to the aggregate of:

- (a) the Outstanding Principal Balance of such Loan or Loans;
- (b) all Arrears of Interest and Accrued Interest relating thereto; and
- (c) in the case of a repurchase of a Loan or Loans pursuant to Clause 6.3, any amounts which have been deducted from the amounts outstanding under such Loan or Loans as a result of any determination referred to in Clause 5.4 or any breach of the Representations and Warranties (whether by set-off, concession or otherwise) as at the date of such repurchase,

and the provisions of Clause 6.7 shall apply,

Notwithstanding the foregoing, in respect of Loans which are the subject of a Loan Repurchase Notice delivered pursuant to the provisions of Clause 6.4 above, the Seller shall not be obliged to sign the duplicate copy of the Loan Repurchase Notice and the affected Loans shall not be repurchased by the Seller hereunder, if the Seller has not agreed to do so pursuant to Clause 6.4 above.

6.7 On the date of completion of any repurchase of a Loan and its Related Security in accordance with Clause 6.6 above, the Security Trustee and the LLP shall, at the cost of the Seller execute and deliver, or cause their respective duly authorised attorneys to execute and deliver, to the Seller:

- (a) if the assignment or assignation to the LLP of such Loan and its Related Security has been perfected in accordance with Clause 4:
 - (i) if the relevant Mortgage is an English Mortgage over Registered Land, a transfer of such Mortgage to the Seller substantially in the form of LLP Registered Transfer indicated in Schedule 2, Part 2;
 - (ii) if the relevant Mortgage is an English Mortgage over Unregistered Land, a transfer to the Seller substantially in the form of LLP Unregistered Transfer set out in Schedule 3, Part 2;
 - (iii) if the relevant Mortgage is a Scottish Mortgage over land registered or required to be registered in the Land Register of Scotland, an assignation of such Scottish Mortgage and the relevant Scottish Loan

secured thereby to the Seller in substantially the form of LLP Land Register Transfer set out in Schedule 15, Part 3;

- (iv) if the relevant Mortgage is a Scottish Mortgage over land recorded or required to be recorded in the General Register of Sasines, an assignation of such Scottish Mortgage and the relevant Scottish Loan secured thereby to the Seller in substantially the form of LLP Sasine Transfer set out in Schedule 15, Part 4;
 - (v) if the relevant Mortgage is over land recorded or required to be recorded in the Land Registry of Northern Ireland, a transfer of such Mortgage and the relevant Loan secured thereby to the Seller in substantially the form of Northern Irish Transfer for Registered Land set out in Schedule 17, Part 3;
 - (vi) if the relevant Mortgage is over land recorded at the Registry of Deeds and not required to be recorded in the Land Registry of Northern Ireland, a transfer of such Mortgage and the relevant Loan secured thereby to the Seller in substantially the form of Northern Irish Transfer for Unregistered Land set out in Schedule 17, Part 4; and
 - (vii) where notice has previously been given to the relevant Borrower of the sale of such Borrower's Loan and its Related Security to the LLP, a further notice to such Borrower of the repurchase of such Borrower's Loan and its Related Security by the Seller;
- (b) a re-assignment of the rights of the LLP in respect of the relevant Related Security each in a form reasonably acceptable to the Seller;
 - (c) a notification to the Servicer that all further sums due in respect of such repurchased Loan are for the Seller's account; and
 - (d) to the extent required by Law, a discharge or retrocession of such Loan and its Related Security from the Security constituted by or pursuant to the Deed of Charge in a form reasonably acceptable to the Seller.

Subject to Clause 6.7(d) above, the Security Trustee agrees and acknowledges that upon the repurchase of a Loan and its Related Security in accordance with Clause 6.6 above, such Loan and its Related Security (and any other related rights under the same) shall automatically be deemed released from the Security Interests constituted by the Deed of Charge.

- 6.8 Upon the completion of any purchase, transfer, repurchase or re-transfer of any Loan and its Related Security in accordance with this Clause 6, the Seller shall cease to be under any further obligation to hold any Title Deeds, Customer Files or other documents relating to such Loan or Loans and its or their Related Security to the order of the LLP or the Security Trustee, and if the Security Trustee then holds any such Title Deeds, Customer Files or other documents, the Security Trustee shall forthwith return them to the Seller. Any such purchase, transfer, repurchase or re-transfer by or to the Seller of a Loan or Loans and its or their Related Security shall constitute a discharge and release of the Seller from any claims which the LLP or the

Security Trustee may have against the Seller arising from any Representation and Warranty in relation to that Loan or Loans and its or their Related Security only, but shall not affect any rights arising from a breach of any other express provision of this Agreement or any Representation and Warranty in relation to any other Loan and other Related Security.

- 6.9 Forthwith after the Seller becomes aware of any events which may reasonably give rise to an obligation under Clause 6 to repurchase any Loan it shall notify the LLP and the Security Trustee in writing thereof as soon as reasonably practicable.
- 6.10 The terms of this Clause 6 shall not prejudice the rights of the LLP.
- 6.11 Upon any completion of the purchase, transfer, repurchase or re-transfer by or to the Seller of any Scottish Loan and its Related Security in accordance with this Clause 6 such Scottish Loan and its Related Security shall thereupon be released from the Scottish Trust and shall cease to form part of the Scottish Trust Property.
- 6.12 The parties to this Agreement may waive, amend or modify any Representation and Warranty, with the prior written consent of the Security Trustee, including without limitation modifications to accommodate the sale of New Loan Types to the LLP. In determining whether to give its consent to the proposed waiver, amendments or modifications to any Representation and Warranty, the Security Trustee shall give its consent thereto **provided that** the then current ratings of the Covered Bonds would not be adversely affected as a result of such waiver, amendments or modifications.

7. **FURTHER ASSURANCE**

- 7.1 The parties hereto agree that they will co-operate fully to do all such further acts and things and execute any further documents that may be necessary or desirable to give full effect to the transactions contemplated by this Agreement (but subject always to Clause 4).
- 7.2 The Seller shall provide all reasonable co-operation to the LLP and the Security Trustee to enable them to carry out their respective duties and enforce their rights in relation to the Portfolio under the Transaction Documents. Without prejudice to the generality of the foregoing, the Seller shall:
 - (a) upon reasonable prior notice and during normal office hours, permit the LLP, the Security Trustee and their authorised employees and agents and other persons nominated by the Security Trustee and approved by the Seller (such approval not to be unreasonably withheld or delayed), to review the Customer Files and, save in relation to Loans which are Dematerialised Loans, the Title Deeds (if any) in relation to the Portfolio (subject to such person(s) agreeing to keep the same confidential **provided that** disclosure shall be permitted to the professional advisors and auditors of the party to whom such disclosure is made and/or to the extent that such disclosure is required by law or for the purpose of any judicial or other proceedings); and/or
 - (b) give promptly all such information and explanations relating to the Loans and their Related Security as the LLP and/or the Security Trustee may reasonably request (including a list of the Loans and their Related Security in the

Portfolio along with details of the location of the Customer Files and, save in relation to Loans which are Dematerialised Loans, the Title Deeds (if any) relating thereto),

provided that prior to completion in accordance with Clause 4, the Seller shall be under no obligation to provide any information or documentation to any person other than the LLP and/or the Security Trustee or their respective employees and/or professional advisors or allow such person access to the Customer Files or, save in relation to Loans which are Dematerialised Loans, the Title Deeds (if any) if to do so would result in a breach of the applicable Mortgage Terms or the Data Protection Act.

8. CONSEQUENCES OF BREACH

Without prejudice to Clause 6, the LLP and the Security Trustee severally acknowledge to and agree with the Seller, and the Security Trustee acknowledges to and agrees with the LLP, that the Seller shall have no liability or responsibility (whether, in either case, contractual, delictual or tortious, express or implied) for any loss or damage for or in respect of any breach of, or any act or omission in respect of, any of its obligations hereunder other than loss or damage directly (and not indirectly or consequentially) suffered by the LLP by reason of such breach, act or omission. For this purpose (and without limiting the scope of the above exclusion in respect of indirect or consequential loss or damage) any loss or damage suffered by the LLP as a result of the breach, act or omission in question also having been or having given rise to an LLP Event of Default or enforcement of the Security created by the Deed of Charge shall be treated as indirect or consequential loss or damage.

9. SALE OF SELECTED LOANS

9.1 If,

- (a) prior to the occurrence of an Abbey Event of Default or the occurrence of an LLP Event of Default, the LLP or the Cash Manager on its behalf has determined that the Issuer has failed the Pre-Maturity Test in respect of any Series of Hard Bullet Covered Bonds; and/or
- (b) following service of an Asset Coverage Test Breach Notice (which has not been revoked) or service of a Notice to Pay,

the LLP is required to sell Selected Loans and their Related Security in accordance with clause 20 of the LLP Deed, the LLP shall, prior to the LLP making any offer to sell Selected Loans and their Related Security to Purchasers, offer immediately to sell to the Seller those Selected Loans and their Related Security which the Seller has previously sold to the LLP for an offer price in aggregate equal to:

- (i) where the Selected Loans are offered for sale because the Issuer has failed the Pre-Maturity Test in respect of any Series of Hard Bullet Covered Bonds, the greater of the then Outstanding Principal Balance of the Selected Loans, together with all Accrued Interest and Arrears of Interest thereon and the Adjusted Required Redemption Amount;

- (ii) where the Selected Loans are offered for sale following service of an Asset Coverage Test Breach Notice but prior to service of a Notice to Pay, the then Outstanding Principal Balance of the Selected Loans, together with all Accrued Interest and Arrears of Interest thereon; or
- (iii) where the Selected Loans are offered for sale following service of a Notice to Pay, the greater of the then Outstanding Principal Balance of the Selected Loans and the Adjusted Required Redemption Amount,

by serving on the Seller a Selected Loan Offer Notice in duplicate substantially in the form set out in Schedule 13.

- 9.2 If the Seller accepts the LLP's offer to sell the relevant Selected Loans and their Related Security by signing the duplicate Selected Loan Offer Notice in a manner indicating acceptance and delivering it to the LLP with a copy to the Security Trustee within 10 London Business Days from and including the date of the Selected Loan Offer Notice and **provided that** (if an Abbey Event of Default has occurred and is continuing) the Seller has provided a solvency certificate in a form acceptable to the LLP and the Security Trustee (each acting reasonably), the LLP shall within three London Business Days of receipt of such acceptance serve a Selected Loan Repurchase Notice substantially in the form set out in Schedule 14 on the Seller.
- 9.3 The LLP shall offer for sale the Selected Loans and their Related Security in respect of which the Seller rejects or fails within the requisite time limit to accept the LLP's offer to sell to Purchasers in the manner and on the terms set out in clause 20 of the LLP Deed.
- 9.4 Upon receipt of the Selected Loan Repurchase Notice duly signed on behalf of the LLP, the Seller shall promptly sign and return a duplicate copy of the Selected Loan Repurchase Notice and shall repurchase from the LLP, and the LLP shall subject to clause 3.4 of the Deed of Charge, re-assign or re-transfer to the Seller free from the Security created by or pursuant to the Deed of Charge, the Selected Loans and their Related Security (and any other Loan secured or intended to be secured by that Related Security or any part of it) referred to in the relevant Selected Loan Repurchase Notice. Completion of such repurchase shall take place on the Calculation Date next occurring after receipt by the Seller of such Selected Loan Repurchase Notice or such other date as the LLP may direct in the Selected Loan Repurchase Notice (**provided that** such date, where a Notice to Pay has been served, shall not be later than the earlier to occur of the date which is (a) 10 London Business Days after receipt by the LLP of the returned Selected Loan Repurchase Notice or (b) the Final Maturity Date of the Earliest Maturing Covered Bonds) when the Seller shall pay to the GIC Account (or as the LLP shall direct) an amount in cash equal to the offer price specified in the relevant Selected Loan Repurchase Notice and the provisions of Clauses 9.5 and 9.6 shall apply.
- 9.5 On the date of completion of the repurchase of the Selected Loans and their Related Security in accordance with Clauses 9.3 and 9.4, the Security Trustee and the LLP shall at the cost of the Seller execute and deliver, or cause their respective duly authorised attorneys to execute and deliver, to the Seller:

- (a) if the assignment or assignation to the LLP of such Selected Loans and their Related Security has been completed in accordance with Clause 4:
 - (i) if the relevant Mortgage is an English Mortgage over Registered Land, a transfer of such Mortgage to the Seller substantially in the form of LLP Registered Transfer indicated in Schedule 2, Part 2;
 - (ii) if the relevant Mortgage is an English Mortgage over Unregistered Land, a transfer to the Seller substantially in the form of LLP Unregistered Transfer set out in Schedule 3, Part 2;
 - (iii) if the relevant Mortgage is a Scottish Mortgage over land registered or required to be registered in the Land Register of Scotland, an assignation of such Scottish Mortgage and the relevant Scottish Loan secured thereby to the Seller in substantially the form of LLP Land Register Transfer set out in Schedule 15, Part 3;
 - (iv) if the relevant Mortgage is a Scottish Mortgage over land recorded or required to be recorded in the General Register of Sasines, an assignation of such Scottish Mortgage and the relevant Scottish Loan secured thereby to the Seller in substantially the form of LLP Sasine Transfer set out in Schedule 15, Part 4;
 - (v) if the relevant Mortgage is a Northern Irish Mortgage over land recorded or required to be recorded in the Land Registry of Northern Ireland, a transfer of such Mortgage and the relevant Loan secured thereby to the Seller in substantially the form of Northern Irish Transfer for Registered Land set out in Schedule 17, Part 3;
 - (vi) if the relevant Mortgage is a Northern Irish Mortgage over land recorded at the Registry of Deeds and not required to be recorded in the Land Registry of Northern Ireland, a transfer of such Mortgage and the relevant Loan secured thereby to the Seller in substantially the form of Northern Irish Transfer for Unregistered Land set out in Schedule 17, Part 4; and
 - (vii) where notice has previously been given to the relevant Borrower of the sale of such Borrower's Loan and its Related Security to the LLP, a further notice to such Borrower of the repurchase of such Borrower's Loan and its Related Security by the Seller;
- (b) a re-assignment of the rights of the LLP in respect of the relevant Loans and their Related Security other than the relevant Mortgage each in a form reasonably acceptable to the Seller;
- (c) a notification to the Servicer that all further sums due in respect of the Selected Loans are for the Seller's account; and
- (d) to the extent required by Law, a discharge or retrocession of such Loan and its Related Security from the Security constituted by or pursuant to the Deed of Charge in a form reasonably acceptable to the Seller.

Subject to Clause 9.5(d), the Security Trustee agrees and acknowledges that upon the repurchase of a Loan and its Related Security in accordance with Clause 9.4 above, such Loan and its Related Security (and any other related rights under the same) shall automatically be deemed released from the Security Interests constituted by the Deed of Charge, **provided that**, the LLP shall have provided to the Security Trustee a certificate from two Authorised Signatories of the LLP that the Selected Loans have been selected on a Random Basis.

- 9.6 Upon such completion of the repurchase of the Selected Loans and their Related Security in accordance with Clause 9.4 above or the sale of Selected Loans and their Related Security to a Purchaser or Purchasers pursuant to clause 20 of the LLP Deed, the Seller shall cease to be under any further obligation to hold any Title Deeds, Customer Files or other documents relating to the Selected Loans and their Related Security to the order of the Security Trustee and, if the Security Trustee holds such Title Deeds, Customer Files or other documents, it will send them to the Seller. Any repurchase by the Seller of or in respect of the Selected Loans and their Related Security or any sale of Selected Loans and their Related Security by the LLP to a Purchaser or Purchasers pursuant to clause 20 of the LLP Deed shall constitute a discharge and release of the Seller from any claims which the LLP or the Security Trustee may have against the Seller arising from any Representation and Warranty in relation to the Selected Loans and their Related Security previously sold by the Seller to the LLP only but shall not affect any rights arising from a breach of any other express provision of this Agreement or any Representation and Warranty in relation to any other Loan and other Related Security.
- 9.7 If the Pre-Maturity Test in respect of any Series of Hard Bullet Covered Bonds is failed less than six (6) months prior to the Final Maturity Date of that Series of Hard Bullet Covered Bonds then, in the event that the LLP shall offer to sell Selected Loans and their Related Security in accordance with this Clause 9, the LLP and the relevant Sellers shall, each acting in good faith and subject to Clause 14.2, agree such amendments to this Clause 9 so as to ensure that any sale and purchase of the Selected Loans and their Related Security in accordance with this Clause 9 is effected in such time frame as may be necessary in order to comply with the timing requirements set out in clause 14 of the LLP Deed.
- 9.8 Upon the completion of any repurchase by the Seller of any Scottish Loan and its Related Security in accordance with Clause 9.4 above or the completion of the sale to a Purchaser or Purchasers of any Scottish Loan and its Related Security in accordance with clause 20 of the LLP Deed, such Scottish Loan and its Related Security shall thereupon be released from the Scottish Trust and shall cease to form part of the Scottish Trust Property.

10. **SUBORDINATION**

The Seller agrees with the LLP and the Security Trustee that on the enforcement of any Mortgage any sums owed to the Seller by a Borrower and which are secured under such Mortgage and the rights and remedies of the Seller in respect of the sums owed to the Seller shall at all times be subject and subordinated to any sums owed to the LLP by the Borrower and which are secured under such Mortgage and to the rights and remedies of the LLP in respect of such sums owed to the LLP by the Borrower.

11. NON-MERGER

Any term of this Agreement to which effect is not given on the First Assignment Date or on any Assignment Date (including in particular, but without limitation, the liability of the Seller under the Representations and Warranties and the indemnity in Clause 4.6 and the provisions of Clause 2) shall not merge and shall remain in full force and effect notwithstanding the sale and purchase contemplated by this Agreement.

12. NO AGENCY OR PARTNERSHIP

It is hereby acknowledged and agreed by the parties that nothing in this Agreement shall be construed as giving rise to any relationship of agency, save as expressly provided herein, or partnership between the parties and that in fulfilling its obligations hereunder, each party shall be acting entirely for its own account.

13. PAYMENTS

Except as otherwise specifically provided, all payments to be made pursuant to this Agreement shall be made in Sterling in immediately available funds without exercising or seeking to exercise any right of set-off as may otherwise exist and shall be deemed to be made when they are received by the payee and shall be accounted for accordingly unless failure to receive any payment is due to an error by the payee's bank.

14. WAIVERS AND VARIATION

- 14.1 Exercise or failure to exercise any right under this Agreement shall not, unless otherwise herein provided, constitute a waiver of that or any other right.
- 14.2 No variation of this Agreement shall be effective unless it is in writing and signed by (or by some person duly authorised by) each of the parties hereto.

15. NOTICES

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

- (a) in the case of the Seller, to Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number (44) 20 7756 5627 for the attention of the Company Secretary with a copy to Santander UK plc, 201 Grafton Gate East, Milton Keynes, MK9 1AN (facsimile number (44) 1908 343019) for the attention of the Securitisation Team, Retail Credit Risk
- (b) in the case of the LLP, to Abbey Covered Bonds LLP, c/o Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number (44) 20 7756 5627) for the attention of the Company Secretary with a copy to Santander UK plc, 201 Grafton Gate East, Milton Keynes MK9 1AN

(facsimile number (44) 1908 343019) for the attention of the Securitisation Team, Retail Credit Risk; and

- (c) in the case of the Security Trustee, to Deutsche Trustee Company Limited, Winchester House, 1 Great Winchester Street, London EC2N 2DB (facsimile number (44) 207547 5919) for the attention of the Managing Director,

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 15.

16. ASSIGNMENT

- 16.1 Subject always to the provisions of Clause 17, no party hereto shall be entitled to transfer all or any part of its rights or obligations hereunder to any other person without the prior written consent of each of the other parties hereto (which shall not, if requested, be unreasonably withheld or delayed or made subject to conditions) save that the LLP shall be entitled to assign whether by way of security or otherwise all or any of its rights under this Agreement without such consent to the Security Trustee pursuant to the Deed of Charge and the Security Trustee may at its sole discretion assign all or any of its rights under or in respect of this Agreement without such consent to any successor Security Trustee in exercise of its rights under the Deed of Charge.
- 16.2 The Seller acknowledges that on the assignment pursuant to the Deed of Charge by the LLP to the Security Trustee of the LLP's rights under this Agreement the Security Trustee may enforce such rights in the Security Trustee's own name without joining the LLP in any such action (which right the Seller hereby waives) and the Seller hereby waives as against the Security Trustee any rights or equities in its favour arising from any course of dealing between the Seller and the LLP.

17. CHANGE OF SECURITY TRUSTEE

- 17.1 If there is any change in the identity of the Security Trustee in accordance with the Deed of Charge, the Seller and the LLP shall execute such documents and take such action as the successor Security Trustee and the outgoing Security Trustee may reasonably require for the purpose of vesting in the successor Security Trustee the lights and powers of the outgoing Security Trustee hereunder and the Seller shall give notice thereof to the Rating Agencies.
- 17.2 It is hereby acknowledged and agreed that by its execution of this Agreement the Security Trustee shall not assume or have any obligations or liabilities to the Seller or the LLP hereunder.

18. NON-PETITION COVENANT

- 18.1 Each of the parties hereto hereby agrees that it shall not institute against the LLP any winding-up, administration, insolvency or similar proceedings so long as any sum is outstanding under any Covered Bond.
- 18.2 To the extent permitted by law, no recourse under any obligation, covenant or agreement of any person contained in this Agreement shall be had against any

shareholder, officer, director or agent of such person as such, by the enforcement of any assessment or by any legal proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement is a corporate obligation of each person expressed to be a party hereto and no personal liability shall attach to or be incurred by the shareholders, officers, directors or agents of such persons as such, or any of them, under or by reason of any of the obligations, covenants or agreements of such person contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by such person of any of such obligations, covenants or agreements, either under any applicable law or by statute or constitution, of every such shareholder, officer, agent or director is hereby expressly waived by each person expressed to be a party hereto as a condition of and consideration for the execution of this Agreement.

19. **THIRD PARTY RIGHTS**

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

20. **GOVERNING LAW**

20.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law (**provided that** any terms hereof which are particular to (a) Scots law shall be construed in accordance with the laws of Scotland and (b) Northern Irish law shall be construed in accordance with the laws of Northern Ireland).

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

IN WITNESS WHEREOF the parties hereto have executed and delivered this Deed on the day and year first before written.

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

Witness:

Address:

shareholder, officer, director or agent of such person as such, by the enforcement of any assessment or by any legal proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement is a corporate obligation of each person expressed to be a party hereto and no personal liability shall attach to or be incurred by the shareholders, officers, directors or agents of such persons as such, or any of them, under or by reason of any of the obligations, covenants or agreements of such person contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by such person of any of such obligations, covenants or agreements, either under any applicable law or by statute or constitution, of every such shareholder, officer, agent or director is hereby expressly waived by each person expressed to be a party hereto as a condition of and consideration for the execution of this Agreement.

19. **THIRD PARTY RIGHTS**

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

20. **GOVERNING LAW**

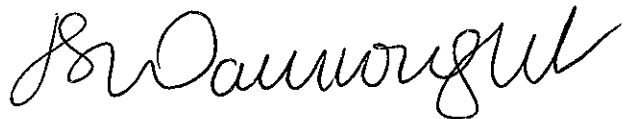
20.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law (**provided that** any terms hereof which are particular to (a) Scots law shall be construed in accordance with the laws of Scotland and (b) Northern Irish law shall be construed in accordance with the laws of Northern Ireland).

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

IN WITNESS WHEREOF the parties hereto have executed and delivered this Deed on the day and year first before written.

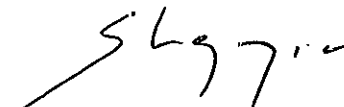
EXECUTED as a DEED by
as attorney for
SANTANDER UK PLC
in the presence of:

)
)
)
)



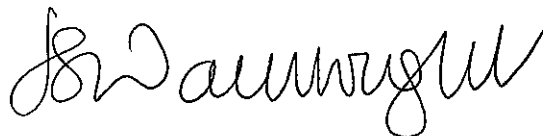
Witness:

Address:


SVJETLANA LUGONTIC

**2 TRITON SQUARE
REGENT'S PLACE
LONDON NW1 3AN**

EXECUTED as a DEED by)
ABBEY COVERED BONDS LLP)
acting by ABBEY COVERED)
BONDS (LM) LIMITED)
as a Member and)
SANTANDER UK PLC)
as a Member)
in each case signed by their attorney)
in the presence of:)

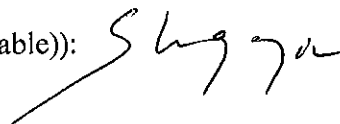


Witness (for the attorney to Abbey Covered Bonds (LM) Limited):

Witness:

Address:

Witness (for the attorney to Santander UK plc (as applicable)):



Witness: *SUSELANA LUGOWSKI*

Address:

**2 TRITON SQUARE
REGENT'S PLACE
LONDON NW1 3AN**

The COMMON SEAL of DEUTSCHE)
TRUSTEE COMPANY LIMITED was)
Affixed to this Deed in the presence of:)

Associate Director:

Associate Director:

EXECUTED as a **DEED** by)
ABBEY COVERED BONDS LLP)
acting by **ABBEY COVERED**)
BONDS (LM) LIMITED)
as a Member and)
SANTANDER UK PLC)
as a Member)
in each case signed by their attorney)
in the presence of:)

for 
Wilmington Trust SP Services (London) Limited

Witness (for the attorney to Abbey Covered Bonds (LM) Limited):

Witness: *SWatson* **Stuart Watson**

Address: **Third Floor**
1 King's Arms Yard
London
EC2R 7AF

Witness (for the attorney to Santander UK plc (as applicable)):

Witness:

Address:

The **COMMON SEAL** of **DEUTSCHE**)
TRUSTEE COMPANY LIMITED was)
Affixed to this Deed in the presence of:)

Associate Director:

Associate Director:

EXECUTED as a **DEED** by)
ABBEY COVERED BONDS LLP)
acting by **ABBEY COVERED**)
BONDS (LM) LIMITED)
as a Member and)
SANTANDER UK PLC)
as a Member)
in each case signed by their attorney)
in the presence of:)

Witness (for the attorney to Abbey Covered Bonds (LM) Limited):

Witness:

Address:

Witness (for the attorney to Santander UK plc (as applicable)):

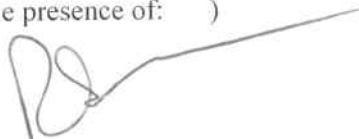

Witness:

Address:

The **COMMON SEAL** of **DEUTSCHE**)
TRUSTEE COMPANY LIMITED was)
Affixed to this Deed in the presence of:)

Associate Director:

Associate Director:



SCHEDULE 1

REPRESENTATIONS AND WARRANTIES

1. Loans

- 1.1 The particulars of each Loan set out in the Appendix (or, as the case may be, the relevant New Portfolio Notice) are true, complete and accurate in all material respects.
- 1.2 Each Loan was originated by the Seller and was originated and is denominated in Sterling (and/or was originated in Sterling or Euro and is denominated in Euro if the Euro has been adopted as the lawful currency for the time being of the United Kingdom).
- 1.3 Each Loan in the Initial Portfolio was made not earlier than 1 August 1995 and each Loan in each New Portfolio was made not later than three calendar months before the relevant Assignment Date and each Loan matures for repayment not later than 50 years.
- 1.4 No Loan has an Outstanding Principal Balance of more than £1,000,000.
- 1.5 Each Loan and its Related Security was originated in accordance with the Lending Criteria in force at the time of its origination.
- 1.6 Prior to the making of each Initial Advance or Further Advance the Lending Criteria and all preconditions to the making of any Loan were satisfied in all material respects subject only to such exceptions as would be acceptable to a Reasonable, Prudent Mortgage Lender.
- 1.7
 - (a) Each Loan was made and its Related Security taken substantially on the terms of the Standard Documentation without any material variation thereto and nothing has been done subsequently to add to, lessen, modify or otherwise vary the express provisions of any of the same in any material respect.
 - (b) The brochures, application forms, offers, offer conditions and marketing material distributed by the Seller to the Borrower when offering a Loan to a Borrower:
 - (i) do not conflict in any material respect with the terms of the relevant Standard Documentation agreed to by the relevant Borrower at the time that the Loan was entered into;
 - (ii) do not conflict with and would not prohibit or otherwise limit the terms of, the Transaction Documents or the matters contemplated thereby, including for the avoidance of doubt and without limitation:
 - (A) the assignment of the Loan and its Related Security to the LLP or the granting of each Scottish Declaration of Trust (as applicable);
 - (B) the administration of the Loan and its Related Security by the Servicer or a delegate of the Servicer or the appointment of a

New Servicer following the occurrence of an Insolvency Event in relation to the Servicer; and

- (C) so far as the Seller is aware to the best of its knowledge, information and belief, the ability of each of the LLP and the Security Trustee to set the variable rate payable under any Variable Rate Loan independently of (and without regard to the level of) the Abbey Standard Variable Rate, subject to any applicable cap on that variable rate which is not itself linked to any rate set by the Seller, and to set the variable margin under any Tracker Loan independently of (and without regard to the level of) any differential set by the Seller, subject to any applicable cap on that variable margin which is not itself linked to any margin set by the Seller.

- 1.8 The Seller is under no obligation to make further amounts available or to release retentions or to pay fees or other sums relating to any Loan or its Related Security to any Borrower (other than Flexible Loan Drawings, Delayed Cashbacks and/or Reward Cashbacks).
- 1.9 Each Borrower has made at least one Monthly Payment.
- 1.10 Other than with respect to monthly payments, no Borrower is, or has been, since the date of the relevant Mortgage, in material breach of any obligation owed in respect of the relevant Loan or under the Related Security and accordingly no steps have been taken by the Seller to enforce any Related Security.
- 1.11 The total amount of arrears of interest or principal, together with any fees, commissions and premiums payable at the same time as such interest payment or principal repayment, on any Loan is not three or more times the Monthly Payment payable in respect of such Loan in respect of the month in which such date falls.
- 1.12 No Loan is guaranteed by a third party.
- 1.13 The Outstanding Principal Balance, all Accrued Interest and all Arrears of Interest on each Loan constitute a valid debt due to the Seller from the relevant Borrower and the terms of each Loan and its Related Security constitute valid and binding obligations of the Borrower.
- 1.14 Interest on each Loan is charged in accordance with the Standard Documentation.
- 1.15 Interest on each Loan is paid monthly in arrears.
- 1.16 In respect of each Loan, either:
 - (a) no agreement for that Loan or any part of it is or has ever been:
 - (i) a regulated agreement under the CCA;
 - (ii) treated as a regulated agreement under the CCA;
 - (iii) a linked transaction under the CCA; or

- (iv) liable to be re-opened on the grounds that the credit bargain is extortionate under the CCA or that the relationship between the Seller and the Borrower arising out of the Loan is unfair to the Borrower; or
- (b) to the extent that any agreement for that Loan or any part of it is or has ever been a regulated agreement or treated as such under the CCA or is or has ever been a linked transaction under the CCA, all requirements of the CCA have been met in full.

In this Representation and Warranty 1.16, the "CCA" means the Consumer Credit Act 1974 as amended, extended or re-enacted from time to time.

- 1.17 All of the Borrowers are individuals and were aged 18 years or older at the date of entering into the relevant Loan and its Related Security.
- 1.18 In relation to any Loan in respect of which interest is calculated by reference to the SVR, the LLP or the Security Trustee has a right pursuant to the Mortgage Terms to set the SVR at any time and from time to time at a level which is independent of the right pursuant to the Mortgage Terms to set the variable margin applicable to any Tracker Loan and such SVR is and will be binding on the Borrower and enforceable against it.
- 1.19 The Seller has not, since the date of the relevant Mortgage, done or omitted to do any act or thing which has caused any material non-observance or material non-compliance with or any material breach of any obligation, undertaking, covenant or condition on the part of the Seller under any Loan or its Related Security (and for the purposes of this **Representation and Warranty** 1.19, any overpayment which is the subject of Clause 5.2 shall not be treated as such a material nonobservance, non-compliance or breach).
- 1.20 The Seller has not exercised its right under:
 - (a) condition 13.6 of the Flexible Plus Mortgage Conditions 2003 (edition) to adjust the tracking differential in relation to any of the Flexible Plus Loans governed by the Flexible Plus Mortgage Conditions 2003 (edition); or
 - (b) condition 13.6 of the Flexible Plus Mortgage Conditions 2006 (edition) to adjust the tracking differential in relation to any of the Flexible Plus Loans governed by the Flexible Plus Mortgage Conditions 2006 (edition),

without having obtained, prior to the exercise of such right, an external legal opinion confirming that, having reviewed the relevant product literature and Mortgage Terms, the exercise of such right would not be unfair for the purposes of the Unfair Terms in Consumer Contract Regulations 1999.

- 1.21 Each Loan and its Related Security comprises eligible property for the purposes of Regulation 2 of the RCB Regulations.

2. **Mortgages**

- 2.1 The whole of the Outstanding Principal Balance on each Loan and any Arrears of Interest and all Accrued Interest is secured by a Mortgage.

- 2.2 Each Mortgage is in the form of the *pro forma* contained in the Standard Documentation.
- 2.3 Each Mortgage constitutes a valid and subsisting first charge by way of legal mortgage (in relation to an English Loan) or first ranking legal charge or first ranking legal mortgage (in relation to a Northern Irish Loan) or first ranking standard security (in relation to a Scottish Loan) over the relevant Property, except in the case of some Flexible Loans in respect of which a Mortgage may constitute valid and subsisting first and second charges by way of legal mortgage (in relation to an English Loan) or first and second ranking legal charges or first and second ranking legal mortgages (in relation to a Northern Irish Loan) or first and second ranking standard securities (in relation to a Scottish Loan) over the relevant Property, and subject only in certain appropriate cases to requisite applications for registrations or recordings at the Land Registry, the Land Registry of Northern Ireland or the Registers of Scotland having been made and which are pending and, in relation to such cases, the Seller is not aware of any caution, notice, inhibition or any other matter that would prevent such registration or recording.
- 2.4 Each Mortgage (or, in the case of some Flexible Loans, each first and second Mortgage together) has first priority for the whole of the Outstanding Principal Balance on the Loan and all Arrears of Interest and Accrued Interest thereon and all future interest, fees, costs and expenses payable under or in respect of such Mortgage.
- 2.5 None of the Mortgages secures a Loan made to a tenant to purchase a dwelling pursuant to the Housing Act 1985 or the Housing (Scotland) Act 1987 or the Housing (Northern Ireland) Order 1986 or any subsequent applicable right-to-buy legislation.
- 2.6 Each Loan and its Related Security is valid and binding and enforceable in accordance with its terms and, save in relation to any term of any Loan or its Related Security which is not binding by virtue of the Unfair Terms in Consumer Contracts Regulations 1994 or (as the case may be) the Unfair Terms in Consumer Contracts Regulations 1999, and, to the best of the Seller's knowledge, none of the terms of any Loan or its Related Security is not binding by virtue of its being unfair pursuant to the Unfair Terms in Consumer Contracts Regulations 1994 or (as the case may be) the Unfair Terms in Consumer Contracts Regulations 1999 or is cancellable by virtue of the Financial Services (Distance Marketing) Regulations 2004.
- 2.7 Each of the Mortgages over Registered Land is protected by a restriction prohibiting any dealings in the relevant title without the consent of the Seller unless the Seller is prevented by any change in legislation or the decision of any competent court, authority or regulatory body applicable to mortgage lenders (or a class of them) generally from imposing such a restriction.

3. **The Properties**

- 3.1 Each Property is a residential property situated in England, Wales, Northern Ireland or Scotland.
- 3.2 Each Property constitutes a separate dwelling unit and is either freehold, heritable, leasehold or held under a fee farm grant.

3.3 Every person who, at the date upon which an English Mortgage or a Northern Irish Mortgage was granted, had attained the age of eighteen and was or was in or about to be in actual occupation of the relevant Property, is either named as a Borrower or has signed a Deed of Consent in the form of the pro forma contained in the Standard Documentation. At the date upon which any Scottish Mortgage was granted, all necessary MH/CP Documentation had been obtained so as to ensure that neither that Scottish Mortgage nor the related Property is subject to or affected by any statutory right of occupancy (save that in relation to any Scottish Mortgage originated on or after 20 December 2005 and before December 2006, no such documentation had been obtained with respect to the Civil Partnerships Act 2004).

3.4 No Property has been let otherwise than by way of:

- (a) an assured shorthold tenancy which meets the requirements of Section 19A or Section 20 of the Housing Act 1988;
- (b) an assured tenancy; or
- (c) a short assured tenancy which meets the requirements of Section 32 of the Housing (Scotland) Act 1988,

in each case which also meets the requirements of the Seller's Policy in connection with lettings to non-owners.

3.5 No Property is the subject of a shared ownership lease arrangement or staircase purchasing arrangement.

4. Valuers' and Solicitors' Reports

4.1 Not more than six months (or such longer period as would be acceptable to a Reasonable, Prudent Mortgage Lender) prior to the grant of each Mortgage (excluding any Mortgage granted in relation to a Flexible Loan as a result of such Loan being the subject matter of a Product Switch to that Flexible Loan) the Seller received a Valuation Report on the relevant Property (or such other form of report concerning the valuation of the relevant Property as would be acceptable to a Reasonable, Prudent Mortgage Lender), the contents of which were such as would be acceptable to a Reasonable, Prudent Mortgage Lender.

4.2 Prior to the taking of each Mortgage (excluding any Mortgage granted in relation to a Flexible Loan as a result of such Loan being the subject matter of a Product Switch to that Flexible Loan), the Seller:

- (a) instructed the Seller's solicitor or licensed or qualified conveyancer:
 - (i) to carry out an investigation of title to the relevant Property and to undertake such other searches, investigations, enquiries and other actions on behalf of the Seller as are set out in the General Instructions to Solicitors or the Lenders' Handbook contained in the Standard Documentation (or other comparable or successor instructions and/or guidelines as may for the time being be in place), subject only to such variations as would be acceptable to a Reasonable, Prudent Mortgage Lender; or

- (ii) in the case of a re-mortgage to carry out a more limited form of investigation of title for the relevant Property (including, in the case of Registered Land or any land in Scotland, confirming that the Borrower is the registered proprietor of the Property and that the description of the Property corresponds with the entries on the relevant register at the Land Registry, the Land Registry of Northern Ireland or the Registers of Scotland, as applicable) and to confirm all other matters as would be required by a Reasonable, Prudent Mortgage Lender; and
 - (b) received a Certificate of Title from the solicitor or licensed or qualified conveyancer referred to in **Representation and Warranty 4.2(a)** relating to such Property the contents of which were such as would be acceptable to a Reasonable, Prudent Mortgage Lender.
- 4.3 The benefit of each Valuation Report, any other valuation report referred to in **Representation and Warranty 4.1** (if any) and each Certificate of Title can be validly assigned to the LLP without obtaining the consent of the relevant valuer, insurer, solicitor or licensed or qualified conveyancer.
- 4.4 Each solicitor or licensed or qualified conveyancer has complied with the instructions referred to in **Representation and Warranty 4.2(a)**.
5. **Buildings Insurance**
- 5.1 Insurance cover for each Property is or will at all relevant times be available under:
- (a) a policy arranged by the Borrower in accordance with the relevant Mortgage Conditions or in accordance with the Alternative Insurance Requirements; or
 - (b) an Abbey Buildings Policy or a policy introduced to the Borrower by the Seller; or
 - (c) a policy arranged by the relevant landlord; or
 - (d) the Properties in Possession Policy.
- 5.2 No act, event or circumstance has occurred which would adversely affect the Properties in Possession Policy or entitle the insurers to refuse to make payment thereunder or to reduce the amount payable in respect of any claim thereunder.
- 5.3 All claims under the Properties in Possession Policy have been paid in full within a reasonable time of the date of submission of the claim and, save in respect of minor claims, there are no claims outstanding.
6. **Intentionally left blank**
7. **The Seller's Title**
- 7.1 The Seller has good title to, and is the absolute unencumbered legal and beneficial owner of, all property, interests, rights and benefits agreed to be sold by the Seller to the LLP pursuant to this Agreement free and clear of all mortgages, standard securities, securities, charges, liens, encumbrances, claims and equities (including,

without limitation, rights of set-off or counterclaim and unregistered interests which override first registration and a registered disposition within the meaning of Schedule 1 and Schedule 3 to the Land Registration Act 2002 and overriding interests within the meaning of Section 28(1) of the Land Registration (Scotland) Act 1979 and burdens within the meaning of Section 38 of the Land Registration Act (Northern Ireland) 1970) and the Seller is not in breach of any covenant or obligation implied by reason of its selling each Loan and its Related Security with full title guarantee or absolute warrandice or as beneficial owner (or which would be implied if the Registered Transfers or Unregistered Transfers or Northern Irish Transfers or Scottish Transfers, as applicable, were completed).

- 7.2 All steps necessary to perfect the Seller's title to each Loan and its Related Security were duly taken at the appropriate time or are in the process of being taken, in each case (where relevant) within any applicable priority periods or time limits for registration with all due diligence and without undue delay.
- 7.3 Save for Title Deeds (if any) held at the Land Registry or the Registers of Scotland or the Land Registry of Northern Ireland or the Registry of Deeds the Customer Files, and, save in relation to Loans which are Dematerialised Loans, the Title Deeds (if any) relating to each Loan and its Related Security are held by, or are under the control of:
- (a) the Seller; or
 - (b) the Seller's solicitors or licensed or qualified conveyancers to the order of the Seller,

and the Title Deeds (if any) held at the Land Registry or the Registers of Scotland or the Land Registry of Northern Ireland or the Registry of Deeds have been sent to it with a request that any such Title Deeds will be returned to the Seller or its solicitors on its behalf.

- 7.4 Neither the entry by the Seller into this Agreement nor any transfer, assignment or assignation contemplated by this Agreement affects or will adversely affect any of the Loans and their Related Security and the Seller may freely assign its interest therein without breaching any term or condition applying to any of them.
- 7.5 The Seller has not knowingly waived or acquiesced in any breach of any of its rights in respect of a Loan or Mortgage, other than waivers and acquiescence such as a Reasonable, Prudent Mortgage Lender might make.

8. General

- 8.1 The Seller has, since the making of each Loan, kept or procured the keeping of full and proper accounts, books and records showing clearly all transactions, payments, receipts, proceedings and notices relating to such Loan.
- 8.2 Neither the Seller nor any of its agents has received written notice of any litigation or dispute (subsisting, threatened or pending) in respect of any Borrower, Property, Loan, Related Security, Properties in Possession Policy which might have a material adverse effect on a Loan or its Related Security.

- 8.3 The Seller has received from each Borrower a variable direct debit instruction in favour of the Seller signed by the relevant Borrower and addressed to its bank, variable as to the amount payable by such Borrower by unilateral notice given from time to time by the Seller to such Borrower's bank without further instruction or consent from such Borrower or such other method of payment as would be acceptable to a Reasonable, Prudent Mortgage Lender.
- 8.4 There are no authorisations, approvals, licences or consents required as appropriate for the Seller to enter into or to perform the obligations under this Agreement or to render this Agreement legal, valid, binding, enforceable and admissible in evidence.
- 8.5 The Insurance Acknowledgements are valid, binding and enforceable against the relevant insurer by the LLP and the Security Trustee.

SCHEDULE 2
REGISTERED TRANSFERS

PART 1
REGISTERED TRANSFER

In the form of the Land Registry Form TR4 with such amendments as the LLP may reasonably require to give effect to this Agreement or in such other form as the LLP may reasonably require to take account of changes in law or practice.

PART 2
LLP REGISTERED TRANSFER

In the form of the Land Registry Form TR4 with such amendments as the Seller may reasonably require to give effect to any Loan Repurchase Notice or Selected Loan Repurchase Notice in accordance with this Agreement or in such other form as the Seller may reasonably require to take account of changes in law or practice.

SCHEDULE 3
UNREGISTERED TRANSFERS

PART 1
UNREGISTERED TRANSFER

THIS DEED OF TRANSFER OF MORTGAGES is made the [•] day of [•] 20[•]

BETWEEN:

- (1) **SANTANDER UK PLC** whose registered office is at 2 Triton Square, Regent's Place, London NW1 3 AN (hereinafter called the "**Transferor**") of the one part; and
- (2) **ABBEY COVERED BONDS LLP** whose registered office is 2 Triton Square, Regent's Place, London NW1 3 AN (hereinafter called the "**Transferee**") of the other part.

WHEREAS:

- (A) By the charges by way of legal mortgage (the "**Mortgages**") brief particulars of which are set out in the Schedule hereto the properties brief particulars of which are similarly set out became security for the repayment of the moneys therein mentioned.
- (B) By a Mortgage Sale Agreement made between, *inter alios*, the Transferor and the Transferee on 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and 25 June 2014 (the "**Mortgage Sale Agreement**"), the Transferor agreed to sell and the Transferee agreed to buy all right, title, interest, benefit and obligation (both present and future) of the Transferor in and under those Mortgages over such properties which do not relate to registered land for the consideration mentioned in the said Mortgage Sale Agreement.

NOW THIS DEED WITNESSETH as follows:

The Transferor hereby transfers unto the Transferee with full title guarantee all right, title, interest, benefit and obligation (both present and future) of the mortgagee in and under the Mortgages which do not relate to registered land including for the avoidance of doubt:

- (a) the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under the relevant Mortgages or the unpaid part thereof and the interest due or to become due thereon (**provided that** the principal moneys payable under any Mortgage shall not be deemed to be due for the purpose of this paragraph merely because the legal date for redemption of the relevant Mortgage has passed);
- (b) the benefit of all securities for such principal moneys and interest, the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and the benefit of and the right to sue on all covenants with, or vested in, the mortgagee in each Mortgage and the rights to exercise all powers of the mortgagee in relation to each Mortgage;
- (c) all the estate and interest in the mortgaged properties vested in the mortgagee subject to redemption or cesser; and

- (d) all causes of action of the mortgagee against any person in connection with any report, valuation, opinion, certificate, consent to mortgage or other statement of fact or opinion given in connection with any Mortgage or affecting the decision to make the relevant advance.

IN WITNESS of which this document has been executed and delivered as a deed the day and year first before written.

EXECUTED as a DEED by)	
)
as attorney for	)	(as attorney for Santander UK plc)
SANTANDER UK PLC)	
in the presence of:)	

Witness:

Name:

Address:

PART 2
LLP UNREGISTERED TRANSFER

THIS DEED OF TRANSFER OF MORTGAGES is made the [•] day of [•] 20[•]

BETWEEN:

- (1) **ABBEY COVERED BONDS LLP** whose registered office is at 2 Triton Square, Regent's Place, London NW1 3 AN (hereinafter called the "**Transferor**") of the one part; and
- (2) **SANTANDER UK PLC** whose registered office is at 2 Triton Square, Regent's Place, London NW1 3 AN (hereinafter called the "**Transferee**") of the other part.

WHEREAS:

- (A) By the charges by way of legal mortgage (the "**Mortgages**") brief particulars of which are set out in the Schedule hereto the properties brief particulars of which are similarly set out became security for the repayment of the moneys therein mentioned.
- (B) By a Mortgage Sale Agreement made between, *inter alios*, the Transferor and the Transferee on 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and 25 June 2014 (the "**Mortgage Sale Agreement**") [and a Loan Repurchase Notice given pursuant to the Mortgage Sale Agreement and dated 3 June 2005 between the Transferor and the Transferee] [, the Selected Loan Offer Notice (as referred to in the Mortgage Sale Agreement) and the Selected Loan Repurchase Notice given pursuant to the Mortgage Sale Agreement and dated [•] between the Transferor and the Transferee], the Transferor agreed to sell and the Transferee agreed to buy all right, title, interest, benefit and obligation (both present and future) of the Transferor in and under those Mortgages for the consideration mentioned in the said Mortgage Sale Agreement [and Selected Loan Offer Notice].

NOW THIS DEED WITNESSETH as follows:

The Transferor hereby transfers unto the Transferee with full title guarantee all right, title, interest, benefit and obligation (both present and future) of the mortgagee in and under the Mortgages which do not relate to registered land including for the avoidance of doubt:

- (a) the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under the relevant Mortgages or the unpaid part thereof and the interest due or to become due thereon (**provided that** the principal moneys payable under any Mortgage shall not be deemed to be due for the purpose of this paragraph merely because the legal date for redemption of the relevant Mortgage has passed);
- (b) the benefit of all securities for such principal moneys and interest, the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and the benefit of and the right to sue on all covenants with, or vested in, the mortgagee in each Mortgage and the rights to exercise all powers of the mortgagee in relation to each Mortgage;

- (c) all the estate and interest in the mortgaged properties vested in the mortgagee subject to redemption or cesser; and
- (d) all causes of action of the mortgagee against any person in connection with any report, valuation, opinion, certificate, consent to mortgage or other statement of fact or opinion given in connection with any Mortgage or affecting the decision to make the relevant advance.

IN WITNESS of which this document has been executed and delivered as a deed the day and year first before written.

EXECUTED as a DEED by)	
ABBEY COVERED BONDS LLP	)	.....
acting by ABBEY COVERED BONDS	)	(as attorney for Abbey Covered Bonds
(LM) LIMITED	)	(LM) Limited)
as a Member and)	
SANTANDER UK PLC)	
as a Member	)	.....
in each case signed by their attorney	)	(as attorney for Santander UK plc)
in the presence of:)	

Witness (for the attorney to Abbey Covered Bonds (LM) Limited):

Name:

Address:

Witness (for the attorney to Santander UK plc (as applicable)):

Name:

Address:

SCHEDULE 4 LENDING CRITERIA

Lending Criteria

The Loans in the Initial Portfolio or, as the case may be, the relevant New Portfolio were originated according to the Seller's lending policy at the relevant time, which in the case of the Initial Portfolio included the criteria set out below. However, the Seller retains the right to revise its lending policy from time to time, and so the criteria applicable to the New Loans may not be the same as those set out below.

1. Types of Property

Properties may be freehold, heritable or leasehold or held under a fee farm grant. In the case of leasehold properties, the unexpired portion of the lease must in most cases not expire earlier than 30 years after the term of the Loan.

All properties have been valued by a valuer approved by the Seller.

2. Term of Loan

There is a minimum term on the Loans of 5 years. The maximum term is normally 35 years. For interest only loans where the Borrower is using a pension plan as the relevant repayment mechanism to repay the loan at maturity, the maximum term is extended to 57 years to reflect the long-term nature of pension plans. For such pension-linked loans, if the property is a leasehold and the lease has 55 or fewer years unexpired as at the date of completion of the mortgage, the maximum term is 25 years. Otherwise, the maximum term on a leasehold property may not exceed the unexpired residue of the term of the relevant lease.

3. Age of Applicant

All Borrowers must be aged 18 or over. There is no maximum age limit unless the Mortgage Account is linked to a pension policy when the Mortgage Account must mature no later than the time when the Borrower reaches 75 years of age.

4. Loan to Value Ratio

The maximum original loan to value ratio of Loans in the Initial Portfolio is 95 per cent., (excluding any capitalised high loan to value fee, booking fee or valuation fee).

Value is determined, in the case of a remortgage, on the basis of the valuer's valuation only and, in the case of a Property which is being purchased, on the lower of the valuer's valuation and the purchase price and, in the case of a Further Advance, on the basis of the valuer's valuation or, where appropriate, according to a methodology which would meet the standards of a Reasonable, Prudent Mortgage Lender and which has been approved by the Director of Group Property and Survey of the Seller (or his successor or predecessors).

5. Intentionally left blank

6. Status of Applicant(s)

The maximum amount of the aggregate Loan(s) under a Mortgage Account is determined by a number of factors, including the applicant's income. In determining income, the Seller includes basic salary, regular overtime, bonus and commission as primary income. If these payments are not guaranteed or regular, they are treated as secondary income, together with, *inter alia*, rental income from tenanted residential property (up to 75 per cent., of such rental income).

In the case of loans of equal to or less than £500,000 with an LTV ratio of equal to or less than 85 per cent., high credit score loans between £500,001 and £1,000,000 with an LTV of equal to or less than 85 per cent., medium score loans between £500,001 and £1,000,000 with an LTV ratio of equal to or less than 75 per cent., borrowers (whether employed or self-employed) may certify as to their own income.

Income must be evidenced or be able to be proved on every application that Abbey receives. Abbey will continue to allow Intermediary and Telephone Distribution Additional Loan mortgage applications that meet certain criteria to be Fast Tracked, i.e. submitted without proof of income, in order to simplify the paperwork requirements and speed up the mortgage process. However, this agreement is on the basis that the income declared is accurate and that evidence has been captured.

The highest risk cases (those that historically did not score as "Low Risk") will not be eligible for Fast Track.

Where cases are not eligible to be Fast Tracked, self-employed applicants must provide one of the following to certify as to their own income: an accountant's letter; minimum 2 years' signed accounts; or minimum 2 years' self-assessment returns and tax calculation forms. Employed borrowers must submit documentation (such as pay slips or bank statements) to certify as to their own income.

As at the programme date, a guide to the amount available to a Borrower is initially calculated as follows:

Gross Income £000k's	High Credit Score		Medium Credit Score		Low Credit Score	
	Single	Joint	Single	Joint	Single	Joint
<=20	3.8	3.8	3.6	3.1	3.5	2.8
>20,<= 25	4.0	4.0	3.8	3.3	3.6	2.8
>25,<= 35	4.3	4.3	4.0	3.5	3.7	3.0
>35,<= 60	4.6	4.6	4.3	3.8	3.8	3.6
>60	5.0	5.0	4.7	4.2	4.0	3.6

The Seller may exercise discretion within its lending criteria in applying those factors which are used to determine the maximum amount of the Loan(s). Accordingly, these parameters may vary for some Loans.

This criterion is similarly applied to the relevant share of net profit for self employed applicants.

All Loans are subject to an affordability assessment, based on the income and outgoings of the applicants.

7. Credit History

7.1 *Credit Search*

With the exception, in some circumstances, of then existing Abbey mortgage loan borrowers, a credit search is carried out in respect of all applicants. Applications may be declined where an adverse credit history (e.g. county court judgment (or the Scottish equivalent), default, bankruptcy notice) is revealed.

7.2 *Existing Lender's Reference*

The Seller may also seek a reference from any existing and/or previous lender. Any reference must satisfy the Seller that the account has been properly conducted and that no history of material arrears exists.

7.3 *First Time Buyers/Applicants in rented accommodation*

Where applicants currently reside in rented accommodation, a landlord's reference may be sought by the Seller. In addition, if considered appropriate, a further reference may be taken in connection with any other property rented by the applicant(s) within the three preceding years.

7.4 *Bank Reference*

A bank reference may be sought or the applicants may be required to provide bank statements in support of their application.

7.5 *Scorecard*

With the exception of some additional loans made to existing borrowers, the Seller uses some of the above criteria and various other criteria to provide an overall score for the application which reflects a statistical analysis of the risk of advancing the Loan. The score is used in conjunction with a number of policy rules to determine the lending decision

SCHEDULE 5
SELLER POWER OF ATTORNEY

THIS DEED OF POWER OF ATTORNEY is made on the [•] 20[•] by:

- (1) **SANTANDER UK PLC** whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (registered number 2294747) (the "**Seller**");

IN FAVOUR OF each of:

- (2) **ABBEY COVERED BONDS LLP** whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (registered number OC312644) (the "**LLP**"); and
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED**, acting through its offices at Winchester House, 1 Great Winchester Street, London EC2N 2DB (the "**Security Trustee**").

WHEREAS:

- (A) By virtue of a mortgage sale agreement dated 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and as further amended and restated on 25 June 2014 and made between the Seller (1), the LLP (2) and the Security Trustee (3) (the "**Mortgage Sale Agreement**") provision was made for the execution by the Seller of this Power of Attorney.
- (B) 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 master definitions and construction agreement made between, *inter alios*, the parties to the Mortgage Sale Agreement on 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 24 December 2012 and as further amended on 12 July 2013 (as the same may be amended, varied or supplemented from time to time, the "**Master Definitions and Construction Agreement**") and this Power of Attorney shall be construed in accordance with the interpretation provisions set out in clause 2 of the Master Definitions and Construction Agreement.

NOW THIS DEED WITNESSETH as follows:

1. The Seller irrevocably and by way of security for the performance of the covenants, conditions and undertakings on the part of the Seller contained in the Mortgage Sale Agreement HEREBY APPOINTS each of the LLP and the Security Trustee and any receiver and/or administrator appointed from time to time in respect of the LLP or its assets (each an "**Attorney**") severally to be its true and lawful attorney for the Seller and in the Seller's name or otherwise to do any act matter or thing which any Attorney considers necessary or desirable for the protection, preservation or enjoyment of that Attorney's (and at the request of any other Attorney, such other Attorney's) interest in the Loans in the Portfolio and their Related Security and/or which ought to be done under the covenants, undertakings and provisions contained in the Mortgage Sale Agreement including (without limitation) any or all of the following:
- (a) to execute, sign, seal and deliver (using the company seal of the Seller where appropriate) a conveyance, assignment, assignation or transfer of such Loans

or any of them to the LLP and its successors in title or other person or persons entitled to the benefit thereof and to execute and deliver on its behalf each Scottish Declaration of Trust;

- (b) to execute, sign, seal and deliver (using the company seal of the Seller where appropriate) a conveyance, assignment, assignation or transfer of the Related Security or any item comprised therein (to the extent only that such item or items relate to such Loans) to the LLP and its successors in title or other person or persons entitled to the benefit thereof or entitled to be registered at the Land Registry as proprietor thereof or to be registered or recorded in the Registers of Scotland as heritable creditor thereof (as the case may be);
 - (c) to do every other act or thing which the Seller is obliged to do under the Mortgage Sale Agreement or which that Attorney may otherwise consider to be necessary proper or expedient for fully and effectually vesting or transferring the interests now or at any time hereafter sold thereunder in such Loans and their Related Security or any or each of them and/or the Seller's estate right and title therein or thereto in the LLP or other person or persons entitled to the benefit thereof (as the case may be) in the same manner and as fully and effectually in all respects as the Seller could have done, including any of the acts referred to in paragraph (a) to (c) of Clause 4.3 of the Mortgage Sale Agreement;
 - (d) to exercise its rights, powers and discretions under such Loans including the right to fix the rate or rates of interest payable under such Loans in accordance with the terms thereof;
 - (e) to discharge the Mortgages or any of them and to sign, seal, deliver and execute such discharges, receipts, releases, surrenders, instruments, retrocessions and deeds as may be requisite or advisable in order to discharge the relevant Property or Properties from the Mortgages or any of them; and
 - (f) to exercise all the powers of the Seller in relation to such Loans and their Related Security.
2. Each Attorney shall have the power by writing under its hand by an officer of the Attorney from time to time to appoint a substitute who shall have power to act on behalf of the Seller as if that substitute shall have been originally appointed Attorney by this Power of Attorney (including, without limitation, the power of further substitution) and/or to revoke any such appointment at any time without assigning any reason therefor.
3. The Seller hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorneys shall lawfully do or cause to be done in and concerning the Loans or their Related Security by virtue of this Power of Attorney.
4. The laws of England shall apply to this Power of Attorney and the interpretation thereof.

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

IN WITNESS WHEREOF the Seller has executed and delivered this document as a deed the day and year first before written.

EXECUTED as a DEED by)	
)
as attorney for	)	(as attorney for Santander UK plc)
SANTANDER UK PLC)	
in the presence of:)	

Witness:

Name:

Address:

SCHEDULE 6
LOAN REPURCHASE NOTICE

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

From: Abbey Covered Bonds LLP of 2 Triton Square, Regent's Place, London NW1 3AN (the "**LLP**")

1. It is hereby agreed that for the purpose of this notice the "**Mortgage Sale Agreement**" shall mean the mortgage sale agreement dated 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and as further amended and restated on 25 June 2014 made between Santander UK plc (1) Abbey Covered Bonds LLP (the "**LLP**") (2) and Deutsche Trustee Company Limited (the "**Security Trustee**") (3) (as the same may be or have been amended, varied or supplemented from time to time with the consent of those parties).
2. Save where the context otherwise requires, words and expressions in this notice shall have the same meanings respectively as when used in the Mortgage Sale Agreement.
3. In accordance with Clause 6.6 of the Mortgage Sale Agreement, upon receipt of this Loan Repurchase Notice by the Seller there shall exist between the Seller and the LLP an agreement (the "**Agreement for Sale**") for the sale by the LLP to the Seller of the Loans and their Related Security more particularly described in the Schedule hereto. Completion of such sale shall take place on [•].
4. The Agreement for Sale shall incorporate, *mutatis mutandis*, the relevant provisions of the Mortgage Sale Agreement.

Dated [•]

.....
For and on behalf of
ABBEY COVERED BONDS LLP

[On duplicate]

We hereby acknowledge receipt of and confirm the contents of the Loan Repurchase Notice dated [•]

.....
Signed for and on behalf of
SANTANDER UK PLC
in its capacity as the Seller]

Schedule				
1.	2.	3.	4.	5.
Title No. (if registered)/Recording Date	Borrower	Account No.	Property Postcode	Date of Mortgage

SCHEDULE 7
ASSIGNMENT OF THIRD PARTY RIGHTS

THIS DEED OF ASSIGNMENT is made on [•] 20[•]

BY:

- (1) **SANTANDER UK PLC** (registered number 2294747), a public limited company incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Transferor**");

IN FAVOUR OF:

- (2) **ABBEY COVERED BONDS LLP** (registered number OC312644), a limited liability partnership established under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Transferee**").

WHEREAS:

- (A) By the charges by way of legal mortgage or (in Scotland) standard security (the "**Mortgages**") brief particulars of which are set out in the Schedule hereto the properties brief particulars of which are similarly set out became security for the repayment of the moneys therein mentioned.
- (B) By the Mortgage Sale Agreement, the Transferor agreed to sell and the Transferee agreed to buy all right, title, interest and benefit (both present and future) of the Transferor in and under those Mortgages and all other Related Security and all monies secured by those Mortgages and other Related Security.

NOW THIS DEED WITNESSETH as follows:

1. Capitalised terms in this Deed (including the recitals) shall, except where the context otherwise requires and save where otherwise defined in this Deed, bear the meanings given to them in the master definitions and construction agreement made between, *inter alios*, the parties to this Deed on 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010 and 24 December 2012 and as further amended on 12 July 2013 (as the same may be amended, varied or supplemented from time to time, the "**Master Definitions and Construction Agreement**") and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 2 thereof.
2. The Transferor hereby assigns absolutely unto the Transferee with full title guarantee (or, in the case of any Related Security or causes or rights of action (as described in Clause 2(b)) governed by Scots law with absolute warrandice) (or, in the case of any Related Security or causes or rights of action (as described in Clause 2(b)) governed by Northern Irish law as beneficial owner):
 - (a) the benefit of all Related Security relating to the Mortgages (including without limitation all securities for the principal moneys and interest secured by the Mortgages and the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and all MH/CP Documentation) other than any such

Related Security which has been transferred to the Transferee by other means or which is not otherwise capable of such transfer; and

- (b) all causes or rights of action of the Transferor against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any Related Security relating to the Mortgages or affecting the decision to make any advance in connection with such Mortgages.
- 3. The Transferor on behalf of the Transferee agrees to intimate the assignation contained in Clause 2 hereof to all relevant third parties where required to do so pursuant to Clause 4 of the Mortgage Sale Agreement or as otherwise required by the Security Trustee.
- 4. A person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS WHEREOF this document has been executed and delivered as a deed the day and year first before written.

EXECUTED as a DEED by)	
)
as attorney for	)	(as attorney for Santander UK plc)
SANTANDER UK PLC)	
in the presence of:)	

Witness:

Name:

Address:

Schedule

Account No.	Property address	Borrower	Date of Mortgage	Balance
--------------------	-----------------------------	-----------------	-------------------------	----------------

SCHEDULE 8
[INTENTIONALLY LEFT BLANK]

SCHEDULE 9
[INTENTIONALLY LEFT BLANK]

SCHEDULE 10
ABBEY BUILDINGS POLICIES INSURANCE ACKNOWLEDGEMENT

ON THE HEADED NOTEPAPER OF EACH OF THE ABBEY BUILDINGS POLICY
INSURERS

To: Santander UK plc (the "**Seller**")
2 Triton Square
Regent's Place
London NW1 3AN

Abbey Covered Bonds LLP (the "**LLP**")
2 Triton Square
Regent's Place
London NW1 3AN

Deutsche Trustee Company Limited (the "**Security Trustee**")
Winchester House
1 Great Winchester Street
London EC2N 2DB

Dear Sirs,

Abbey Buildings Policies

We refer to the home insurance policies issued or to be issued by the Seller on our behalf to borrowers in respect of properties mortgaged by such borrowers to the Seller on or after 1 August 1995, and in respect of which the Seller and the borrower is named or will be named as the insured (the "**Abbey Buildings Policies**").

The Seller has informed us that:

- (a) the Seller may transfer or agree to transfer its interest in properties which are covered by Abbey Buildings Policies to the LLP;
- (b) the LLP may charge its interest in such properties to the Security Trustee; and
- (c) the LLP may re-assign or re-transfer its interest in such properties to the Seller from time to time.

In consideration of the attached indemnity in our favour by the Seller and the payment of £1 made by each of the Seller, the LLP and the Security Trustee (receipt whereof is hereby acknowledged), we hereby confirm that the arrangements set out in (a), (b) and (c) will not cause the Abbey Buildings Policies to lapse or terminate and, notwithstanding any such arrangements, we will continue to pay claims in the same way and in the same amount as we would have paid, had the arrangements not been entered into.

Yours faithfully,

.....
For and on behalf of
[the relevant Abbey Buildings Policies Insurer]

SCHEDULE 11
PROPERTIES IN POSSESSION INSURANCE ACKNOWLEDGEMENT
ON THE HEADED NOTEPAPER OF BAKER STREET RISK AND INSURANCE
(GUERNSEY) LIMITED

To: Santander UK plc (the "**Seller**")
2 Triton Square
Regent's Place
London NW1 3AN

Abbey Covered Bonds LLP (the "**LLP**")
2 Triton Square
Regent's Place
London NW1 3AN

Deutsche Trustee Company Limited (the "**Security Trustee**")
Winchester House
1 Great Winchester Street
London EC2N 2DB

Dear Sirs,

Properties in Possession Policy number BSRI0004PIP (the "Policy")

We refer to the transaction entered into or to be entered into between, *inter alios*, each of the parties to whom this letter is addressed, pursuant to which:

- (a) the Seller may assign or agree to transfer its interest in properties which are (or may from time to time be) covered by the Policy to the LLP;
- (b) the LLP may charge its interest in such properties to the Security Trustee; and
- (c) the LLP may re-assign or re-transfer its interest in such properties to the Seller from time to time.

In consideration of the payment of £1 made by each of the Seller, the LLP and the Security Trustee (receipt whereof is hereby acknowledged), we hereby confirm that the arrangements set out in (a), (b) and (c) will not cause the Policy to lapse or terminate and, notwithstanding any such arrangements, we will continue to pay claims under the Policy in the same way and in the same amount as we would have paid them, had the said arrangements not been entered into.

Yours faithfully,

.....
For and on behalf of
BAKER STREET RISK AND INSURANCE (GUERNSEY) LIMITED

SCHEDULE 12
NEW PORTFOLIO NOTICE

To: Abbey Covered Bonds LLP of 2 Triton Square, Regent's Place, London NW1 3AN (the "**LLP**")

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

1. It is hereby agreed for the purpose of this notice the "**Mortgage Sale Agreement**" shall mean the mortgage sale agreement dated 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and as further amended and restated on 25 June 2014 made between Santander UK plc (1), Abbey Covered Bonds LLP (2) and Deutsche Trustee Company Limited (3) (as the same may be or have been amended, varied or supplemented from time to time with the consent of those parties).
2. Save where the context otherwise requires, words and expressions in this notice shall have the same meanings respectively as when used in the Mortgage Sale Agreement.
3. In accordance with and subject to Clause 4.1 of the Mortgage Sale Agreement, upon receipt by the Seller of the duplicate of this notice signed by the LLP, there shall exist between the Seller and the LLP an agreement (the "**Agreement for Sale**") for the sale by the Seller to the LLP of the New Loans and their Related Security more particularly described in the Schedule hereto (other than any New Loans and their Related Security which have been redeemed in full prior to completion. Completion of such sale shall take place on [•]).
4. The Agreement for Sale shall incorporate, *mutatis mutandis*, the relevant provisions of the Mortgage Sale Agreement subject to any amendment as may be agreed between the parties to the Agreement for Sale provided the parties to such agreement have substantially the same rights and obligations as under the Mortgage Sale Agreement.

Dated [•]

.....
Signed for and on behalf of
SANTANDER UK PLC
in its capacity as the Seller

[On duplicate:

We hereby acknowledge receipt of the New Portfolio Notice dated [•], and confirm that we are prepared to purchase New Loans as set out in that notice.

.....
Signed for and on behalf of
ABBEY COVERED BONDS LLP

Schedule

1.	2.	3.	4.	5.
Title No. (if registered)	Borrower	Property Postcode	Account No.	Date of Mortgage

SCHEDULE 13
SELECTED LOAN OFFER NOTICE

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

From: Abbey Covered Bonds LLP of 2 Triton Square, Regent's Place, London NW1 3AN (the "**LLP**")

It is hereby agreed for the purpose of this Selected Loan Offer Notice the "**Mortgage Sale Agreement**" shall mean the mortgage sale agreement dated 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and as further amended and restated on 25 June 2014 made between Santander UK plc (1) the LLP (2) and Deutsche Trustee Company Limited (the "**Security Trustee**") (3) (as the same may be or have been amended, varied or supplemented from time to time with the consent of those parties).

Save where the context otherwise requires, words and expressions in this Selected Loan Offer Notice shall have the same meanings respectively as when used in the Mortgage Sale Agreement.

In accordance with and subject to Clause 9 of the Mortgage Sale Agreement we make an offer to you on the following terms:

1. This Selected Loan Offer Notice constitutes an offer to sell the Selected Loans and their Related Security more particularly described in the Schedule hereto to you at the offer price of £[•] payable in cash on the earlier to occur of the date which is (a) 10 London Business Days after receipt by the LLP of the returned Selected Loan Repurchase Notice or (b) the Final Maturity Date of the Earliest Maturing Covered Bonds on the terms set out in Clause 9 of the Mortgage Sale Agreement.
2. This offer is capable of acceptance by you within 10 London Business Days from and including the date of this Selected Loan Offer Notice. If you do not accept this offer, we intend to sell the Selected Loans and their Related Security to a third party or third parties.
3. This Selected Loan Offer Notice shall incorporate, *mutatis mutandis*, the relevant provisions of the Mortgage Sale Agreement.

You may accept this offer to you by signing the duplicate of this Selected Loan Offer Notice in a manner indicating acceptance and delivering it to the LLP with a copy to the Security Trustee.

We refer you to the Mortgage Sale Agreement as to your rights, and the consequences of failure to accept this offer in time or at all or of doing so in a manner other than that specified in the Mortgage Sale Agreement.

Dated [•]

.....
for and on behalf of
ABBAY COVERED BONDS LLP

We accept the offer contained in this Selected Loan Offer Notice.

Dated [•]

.....
for and on behalf of
SANTANDER UK PLC

Schedule

1.	2.	3.	4.	5.
Title No. (if registered)	Borrower	Account No.	Property Postcode	Date of Mortgage

SCHEDULE 14
SELECTED LOAN REPURCHASE NOTICE

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

From: Abbey Covered Bonds LLP of 2 Triton Square, Regent's Place, London NW1 3AN (the "**LLP**")

1. It is hereby agreed that for the purpose of this notice the "**Mortgage Sale Agreement**" shall mean the mortgage sale agreement dated 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and as further amended and restated on 25 June 2014 made between Santander UK plc (1) Abbey Covered Bonds LLP (2) and Deutsche Trustee Company Limited (the "**Security Trustee**") (3) (as the same may be or have been amended, varied or supplemented from time to time with the consent of those parties).
2. Save where the context otherwise requires, words and expressions in this notice shall have the same meanings respectively as when used in the Mortgage Sale Agreement.
3. In accordance with Clause 9 of the Mortgage Sale Agreement, upon receipt of this Selected Loan Repurchase Notice by the Seller there shall exist between the Seller and the LLP an agreement (the "**Agreement for Sale**") for the sale by the LLP to the Seller of the Selected Loans and their Related Security more particularly described in the Schedule hereto. Completion of such sale shall take place on [•] and the price payable by the Seller for the Selected Loans and their Related Security more particularly described in the Schedule hereto shall be £[•].
4. The Agreement for Sale shall incorporate, *mutatis mutandis*, the relevant provisions of the Mortgage Sale Agreement.

Dated [•]

.....
Signed for and on behalf of
ABBEY COVERED BONDS LLP

[On duplicate]

We hereby acknowledge receipt of and confirm the contents of the Selected Loan Repurchase Notice dated [•].

.....
Signed for and on behalf of
SANTANDER UK PLC
in its capacity as the Seller]

Schedule

1.	2.	3.	4.	5.
Title No. (if registered)	Borrower	Account No.	Property Postcode	Date of Mortgage

SCHEDULE 15
FORMS OF SCOTTISH TRANSFER

PART 1
LAND REGISTER TRANSFER

We, **SANTANDER UK PLC** (formerly Abbey National PLC and changed by a certificate of incorporation on change of name dated 11 January 2010), incorporated under the Companies Acts in England (Registered Number 2294747) and having our registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the Transferor) CONSIDERING THAT in terms of a Mortgage Sale Agreement among us the Transferor, **ABBEY COVERED BONDS LLP**, established under the Limited Liability Partnerships Act 2000 (Registered Number OC312644) and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Transferee**") and another dated 3 June 2005 as amended and restated on 4 October 2007 and 20 May 2008 and as further amended and restated on 25 June 2014 (the "**Mortgage Sale Agreement**") we have sold our whole right, title and interest in and to the Standard Securities and others hereinafter mentioned to the Transferee NOW THEREFORE we the Transferor IN CONSIDERATION of the sums payable in terms of and in implement *pro tanto* of the Mortgage Sale Agreement HEREBY ASSIGN to the Transferee:

- (a) the Standard Securities granted by the respective parties whose names are specified in Column 3 of the Schedule annexed and executed as relative hereto in favour of us the Transferor for all sums due and to become due, to the extent of the sums specified in the relative entry in Column 6 of the said Schedule being the amounts now due under the said respective Standard Securities, registered said Standard Securities in the Land Register under the Title Number specified in the relative entry in Column 4 of the said Schedule on the date specified in the relative entry in Column 5 of the said Schedule; and
- (b) the whole rights and interest of us the Transferor in and under all and any personal bonds, credit agreements or agreements for loan (however constituted) secured by the said Standard Securities and granted by or entered into with the said respective parties whose names are specified in Column 3 of the said Schedule, the dates of the respective personal bonds, credit agreements or agreements for loan being specified in the relative entry in Column 7 of the said Schedule:

With interest from and also arrears and accumulations of interest due and unpaid as at []: And we grant warrandice: IN WITNESS WHEREOF these presents typewritten on this [and the preceding] page are together with the Schedule annexed hereto executed at [] on the [] day of [] as follows:

SUBSCRIBED for and on behalf of the said
SANTANDER UK PLC

by
and

**Schedule referred to in the foregoing Assignment by Santander UK plc
in favour of Abbey Covered Bonds LLP**

1.	2.	3.	4.	5.	6.	7.
						Date of Bond or Loan Agreement
<u>Account No.</u>	<u>Address</u>	<u>Borrowers Full Names</u>	<u>Title Number</u>	<u>Registration Date</u>	<u>Sum Due</u>	<u></u>

PART 2
SASINE REGISTER TRANSFER

We, **SANTANDER UK PLC** (formerly Abbey National PLC and changed by a certificate of incorporation on change of name dated 11 January 2010), incorporated under the Companies Acts in England (Registered Number 2294747) and having our registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Transferor**") CONSIDERING THAT in terms of a Mortgage Sale Agreement among us the Transferor, **ABBEY COVERED BONDS LLP**, established under the Limited Liability Partnerships Act 2000 (Registered Number OC312644) and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Transferee**") and another dated 3 June 2005 as amended and restated on 4 October 2007 and 20 May 2008 and as further amended and restated on 25 June 2014 (the "**Mortgage Sale Agreement**") we have sold our whole right, title and interest in and to the Standard Securities and others hereinafter mentioned to the Transferee NOW THEREFORE we the Transferor IN CONSIDERATION of the sums payable in terms of and in implement *pro tanto* of the Mortgage Sale Agreement HEREBY ASSIGN to the Transferee:

- (a) the Standard Securities granted by the respective parties whose names are specified in Column 3 of the Schedule annexed and executed as relative hereto in favour of us the Transferor for all sums due and to become due, to the extent of the sums specified in the relative entry in Column 6 of the said Schedule being the amounts now due under the said respective Standard Securities, recorded said Standard Securities in the Register for the County specified in the relative entry in Column 4 of the said Schedule on the date specified in the relative entry in Column 5 of the said Schedule; and
- (b) the whole rights and interest of us the Transferor in and under all and any personal bonds, credit agreements or agreements for loan (however constituted) secured by the said Standard Securities and granted by or entered into with the said respective parties whose names are specified in Column 3 of the said Schedule, the dates of the respective personal bonds, credit agreements or agreements for loan being specified in the relative entry in Column 7 of the said Schedule:

With interest from and also arrears and accumulations of interest due and unpaid as at []: And we grant warrandice: IN WITNESS WHEREOF these presents typewritten on this [and the preceding] page are together with the Schedule annexed hereto executed at [] on the [] day of [] as follows:

SUBSCRIBED for and on behalf of the said
SANTANDER UK PLC

by
and

**SCHEDULE referred to in the foregoing Assignment by Santander UK plc
in favour of Abbey Covered Bonds LLP**

1	2	3	4	5	6	7
						Date of Bond or Loan Agreement
<u>Account No.</u>	<u>Address</u>	<u>Borrowers Full Names</u>	<u>County</u>	<u>Recording Date</u>	<u>Sum Due</u>	<u>Agreement</u>

PART 3
LLP LAND REGISTER TRANSFER

We, **ABBEY COVERED BONDS LLP**, established under the Limited Liability Partnerships Act 2000 (Registered Number OC312644) and having our registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Transferor**") **CONSIDERING** THAT in terms of a Mortgage Sale Agreement among us the Transferor, **SANTANDER UK PLC**, incorporated under the Companies Acts in England (Registered Number 2294747) and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Transferee**") and another dated 3 June 2005 as amended and restated on 4 October 2007 and 20 May 2008 and as further amended and restated on 25 June 2014 (the "**Mortgage Sale Agreement**") and a [Loan Repurchase Notice] [Selected Loan Repurchase Notice] given pursuant to the Mortgage Sale Agreement and dated [•] between us the Transferor and the Transferee we have sold our whole right, title and interest in and to the Standard Securities and others hereinafter mentioned to the Transferee **NOW THEREFORE** we the Transferor **IN CONSIDERATION** of the sums payable in terms of and in implement of the Mortgage Sale Agreement [and the Selected Loan Offer Notice (as referred to in the Mortgage Sale Agreement)] **HEREBY ASSIGN** to the Transferee:

- (a) the Standard Securities granted by the respective parties whose names are specified in Column 3 of the Schedule annexed and executed as relative hereto in favour of the Transferee for all sums due and to become due, to the extent of the sums specified in the relative entry in Column 6 of the said Schedule being the amounts now due under the said respective Standard Securities, registered said Standard Securities in the Land Register under the Title Number specified in the relative entry in Column 4 of the said Schedule on the date specified in the relative entry in Column 5 of the said Schedule; and
- (b) the whole right, title and interest of us the Transferor in and under all and any personal bonds, credit agreements or agreements for loan (however constituted) secured by the said Standard Securities and granted by or entered into with the said respective parties whose names are specified in Column 3 of the said Schedule, the dates of the respective personal bonds, credit agreements or agreements for loan being specified in the relative entry in Column 7 of the said Schedule:

With interest from and also arrears and accumulations of interest due and unpaid as at []: And we grant warrandice: **IN WITNESS WHEREOF** these presents typewritten on this [and the preceding] page are together with the Schedule annexed hereto executed at [] on the [] day of [] as follows:

SUBSCRIBED for and on behalf of the said
ABBEY COVERED BONDS LLP

by
and

**Schedule referred to in the foregoing Assignment by Abbey Covered Bonds LLP
in favour of Santander UK plc**

1	2	3	4	5	6	7
						Date of Bond or Loan Agreement
<u>Account No.</u>	<u>Address</u>	<u>Borrowers Full Names</u>	<u>Title Number</u>	<u>Registration Date</u>	<u>Sum Due</u>	<u></u>

PART 4
LLP SASINE REGISTER TRANSFER

We, **ABBEY COVERED BONDS LLP**, established under the Limited Liability Partnerships Act 2000 (Registered Number OC312644) and having our registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Transferor**") CONSIDERING THAT in terms of a Mortgage Sale Agreement among us the Transferor, **SANTANDER UK PLC**, incorporated under the Companies Acts in England (Registered Number 2294747) and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Transferee**") and another dated 3 June 2005 as amended and restated on 4 October 2007 and 20 May 2008 and as further amended and restated on 25 June 2014 (the "**Mortgage Sale Agreement**") and a [Loan Repurchase Notice] [Selected Loan Repurchase Notice] given pursuant to the Mortgage Sale Agreement and dated [•] between us the Transferor and the Transferee we have sold our whole right, title and interest in and to the Standard Securities and others hereinafter mentioned to the Transferee NOW THEREFORE we the Transferor IN CONSIDERATION of the sums payable in terms of and in implement of the Mortgage Sale Agreement [and the Selected Loan Offer Notice (as referred to in the Mortgage Sale Agreement)] HEREBY ASSIGN to the Transferee:

- (a) the Standard Securities granted by the respective parties whose names are specified in Column 3 of the Schedule annexed and executed as relative hereto in favour of the Transferee for all sums due and to become due, to the extent of the sums specified in the relative entry in Column 6 of the said Schedule being the amounts now due under the said respective Standard Securities, recorded said Standard Securities in the Register for the County specified in the relative entry in Column 4 of the said Schedule on the date specified in the relative entry in Column 5 of the said Schedule; and
- (b) the whole right, title and interest of us the Transferor in and under all and any personal bonds, credit agreements or agreements for loan (however constituted) secured by the said Standard Securities and granted by or entered into with the said respective parties whose names are specified in Column 3 of the said Schedule, the dates of the respective personal bonds, credit agreements or agreements for loan being specified in the relative entry in Column 7 of the said Schedule:

With interest from and also arrears and accumulations of interest due and unpaid as at []: And we grant warrandice: IN WITNESS WHEREOF these presents typewritten on this [and the preceding] page are together with the Schedule annexed hereto executed at [] on the [] day of [] as follows:

SUBSCRIBED for and on behalf of the said
ABBEY COVERED BONDS LLP

by
and

**SCHEDULE referred to in the foregoing Assignment by Abbey Covered Bonds LLP
in favour of Santander UK plc**

1	2	3	4	5	6	7
<u>Account No.</u>	<u>Address</u>	<u>Borrowers Full Names</u>	<u>County</u>	<u>Recording Date</u>	<u>Sum Due</u>	<u>Date of Bond or Loan Agreement</u>

SCHEDULE 16
FORM OF SCOTTISH DECLARATION OF TRUST

DECLARATION OF TRUST

by

SANTANDER UK PLC (formerly Abbey National PLC), a public limited company incorporated under the laws of England and Wales (registered number 2294747) and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Seller**")

in favour of

ABBEY COVERED BONDS LLP, established under the Limited Liability Partnerships Act 2000 (registered number OC312644) and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the "**LLP**")

WHEREAS:

- (A) Title to the Scottish Trust Property after-mentioned is held by and vested in the Seller;
- (B) In terms of a mortgage sale agreement entered into among, *inter alios*, the Seller, the LLP and Deutsche Trustee Company Limited dated 3 June 2005 as amended and restated on 4 October 2007 and 20 May 2008 and as further amended and restated on 25 June 2014 (the "**Mortgage Sale Agreement**") the Seller has agreed to sell the said Scottish Trust Property to the LLP; and
- (C) In implement of Clause 2.8 of the Mortgage Sale Agreement and pending the taking of legal title to the said Scottish Trust Property by the LLP, the Seller has undertaken to grant this deed:

NOW THEREFORE the parties **HEREBY AGREE** and **DECLARE** as follows:

1. Interpretation

In this deed:

- (a) words and expressions defined in the master definitions and construction agreement made between, *inter alios*, the parties to the Mortgage Sale Agreement on 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 9 September 2011 and 24 December 2012 and as further amended on 12 July 2013 (as the same may be amended, varied or supplemented from time to time, the "**Master Definitions and Construction Agreement**") shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this deed, including the recitals hereto, and this deed shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Agreement;
- (b) "**Scottish Trust Property**" shall mean the Scottish Loans and the Scottish Mortgages and other Related Security relative thereto, brief particulars of

which Scottish Loans and Related Security are detailed in the Schedule annexed and executed as relative hereto, and all principal sums, including any Further Advances and Flexible Loan Drawings, present or future, interest and expenses comprised therein and secured thereby, together with:

- (i) all payments of principal and interest (including, for the avoidance of doubt, all Accrued Interest, Arrears of Interest, Capitalised Interest, Capitalised Expenses and Capitalised Arrears) and other sums due or to become due in respect of the said Scottish Loans and their Related Security including, without limitation, the right to demand, sue for, recover and give receipts for all principal moneys, interest and costs and the right to sue on all covenants and undertakings made or expressed to be made in favour of the Seller under the applicable Mortgage Terms;
- (ii) subject where applicable to the subsisting rights of redemption of Borrowers, all MH/CP Documentation, Deeds of Postponement or any collateral security for the repayment of the relevant Scottish Loans;
- (iii) the right to exercise all the powers of the Seller in relation thereto, subject to and in accordance with the applicable Mortgage Terms but so that, in the case of Scottish Loans which are subject to the ANPLC 1995 Mortgage Conditions, the ANPLC 1995 Scottish Mortgage Conditions, the ANPLC 2002 Mortgage Conditions, the ANPLC 2004 Mortgage Conditions, the ANPLC 2006 Mortgage Conditions, the ANPLC 2007 Mortgage Conditions, the ANPLC 2007 Flexible Plus Mortgage Conditions, the 2010 Standard Mortgage Conditions, the 2010 Flexible Plus Mortgage Conditions, the 2010 Flexible Offset Mortgage Conditions, the 2012 Standard Mortgage Conditions or the 2012 Flexible Offset Mortgage Conditions (or any replacement therefor which would be acceptable to a reasonable, prudent mortgage lender) the LLP shall not, save as set out in the Servicing Agreement, be entitled to exercise the entitlement set out in condition 29.2 of the ANPLC 1995 Mortgage Conditions or condition 27.2 of the ANPLC 1995 Scottish Mortgage Conditions or condition 27.3 of the ANPLC 2002 Mortgage Conditions or condition 31.3 of the ANPLC 2004 Mortgage Conditions or condition 32.3 of the ANPLC 2006 Mortgage Conditions or condition 35.3 of the ANPLC 2007 Mortgage Conditions or condition 43.3 of the ANPLC 2007 Flexible Plus Mortgage Conditions or condition 35.3 of the 2010 Standard Mortgage Conditions or condition 43.3 of the 2010 Flexible Plus Mortgage Conditions or condition 43.3 of the 2010 Flexible Offset Mortgage Conditions or condition 35.3 of the 2012 Standard Mortgage Conditions or condition 44.3 of the 2012 Flexible Offset Mortgage Conditions (or any equivalent provisions under other Mortgage Conditions applicable to any Scottish Loan) (but without prejudice to any other rights under the ANPLC 1995 Mortgage Conditions, the ANPLC 1995 Scottish Mortgage Conditions or the ANPLC 2002 Mortgage Conditions or the ANPLC 2004 Mortgage Conditions or the ANPLC 2006 Mortgage Conditions, the ANPLC 2007 Mortgage

Conditions or the ANPLC 2007 Flexible Plus Mortgage Conditions, the 2010 Standard Mortgage Conditions, the 2010 Flexible Plus Mortgage Conditions, the 2010 Flexible Offset Mortgage Conditions, the 2012 Standard Mortgage Conditions or the 2012 Flexible Offset Mortgage Conditions);

- (iv) all the estate and interest in the relevant Scottish Properties vested in the Seller;
 - (v) each relevant Certificate of Title and Valuation Report and any right of action of the Seller against any solicitor, valuer or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any such Scottish Loan and its Related Security, or any part thereof or affecting the decision of the Seller to make or offer to make a Scottish Loan or part thereof; and
 - (vi) the proceeds of all claims made by or on behalf of the Seller or to which the Seller is entitled under the Buildings Policies and the Properties in Possession Policy in relation to any such Scottish Loans;
- (c) **"2010 Standard Mortgage Conditions"** shall mean the mortgage conditions booklet reference 0154/Jan 10 TDD and any subsequent amendment therefor acceptable to a Reasonable, Prudent Mortgage Lender;
 - (d) **"2010 Flexible Plus Mortgage Conditions"** shall mean the mortgage conditions booklet reference 0201/Jan 10 TDD and any subsequent amendment therefor acceptable to a Reasonable, Prudent Mortgage Lender;
 - (e) **"2010 Flexible Offset Mortgage Conditions"** shall mean the mortgage conditions booklet reference 0201/May 10 T and any subsequent amendment therefor acceptable to a Reasonable, Prudent Mortgage Lender;
 - (f) **"2012 Standard Mortgage Conditions"** shall mean the mortgage conditions booklet reference 0154/Jan 12 H and any subsequent amendment therefor acceptable to a Reasonable, Prudent Mortgage Lender; and
 - (g) **"2012 Flexible Offset Mortgage Conditions"** shall mean the mortgage conditions booklet reference 0201/Jan 12 H and any subsequent amendment therefor acceptable to a Reasonable, Prudent Mortgage Lender.

2. Declaration of Trust

The Seller hereby DECLARES that from and after the date hereof the Seller holds and subject to Clause 6 hereof, shall henceforth hold the Scottish Trust Property and its whole right, title and interest, present and future, therein and thereto in trust absolutely for the LLP and its assignees (whether absolutely or in security) whomsoever.

3. **Intimation**

The Seller hereby intimates to the LLP the coming into effect of the trust hereby declared and created and the LLP by its execution of this deed immediately subsequent to the execution hereof by the Seller acknowledges such intimation.

4. **Dealings with Scottish Trust Property and Negative Pledge**

The Seller warrants and undertakes that:

- (a) as at the date hereof it holds, subject to any pending registration or recording in the Registers of Scotland, legal title to the Scottish Trust Property unencumbered by any fixed or floating charge, diligence or other Security Interest;
- (b) it shall not create or agree to create any fixed or floating charge or other Security Interest or Encumbrance over or which may attach to or affect the whole or any part of the Scottish Trust Property or otherwise dispose of the same at any time when such Scottish Trust Property or part thereof remains subject to the trust hereby created; and
- (c) it shall deal with the Scottish Trust Property (including without prejudice to said generality the calculation and setting of any interest rate applicable thereto) in accordance with the provisions of the Transaction Documents and the specific written instructions (if any) of the LLP or its foresaids and shall take, subject to Clause 6 hereof, any such action as may be necessary (including for the avoidance of doubt the raising or defending of any proceedings in any court of law whether in Scotland or elsewhere) to secure or protect the title to the Scottish Trust Property but only in accordance with the specific written instructions (if any) of the LLP or its foresaids and (for so long as it retains any right or interest in the Scottish Trust Property) the Security Trustee.

5. **Transfer of Title**

- 5.1 The LLP as beneficiary hereunder shall have the right to call upon the Seller to execute and deliver to the LLP, subject to the terms of Clause 4 of the Mortgage Sale Agreement, valid assignments of the Scottish Trust Property or any part thereof, and that notwithstanding the winding up of the Seller or the making of any administration order in respect of the Seller or the appointment of a receiver or administrator to all or any part of the Scottish Trust Property.
- 5.2 The Seller undertakes to the LLP and binds and obliges itself that, upon the occurrence of any one of the events specified in Clause 4.1 of the Mortgage Sale Agreement, it will within 5 London Business Days of such occurrence provide such information as is necessary to enable the LLP to complete Scottish Transfers (including all Schedules thereto) in relation to the whole of the Scottish Trust Property.

- 5.3 For further assuring the said rights and powers specified in this Clause 5, the Seller has granted a power of attorney in favour of the LLP and the Security Trustee substantially in the form set out in Schedule 5 to the Mortgage Sale Agreement.

6. Termination of Trust

If:

- (a) legal title to any part or parts of the Scottish Trust Property is taken by the LLP in accordance with the provisions of Clause 5 hereof (which in the case of any Scottish Mortgage shall be constituted by the registration or recording of the title thereto in the Registers of Scotland); or
- (b) any part or parts of the Scottish Trust Property forms the subject of a repurchase or sale in accordance with the terms of Clause 5.4, 6.6 or 9.4 of the Mortgage Sale Agreement,

the trust hereby declared and created shall (but only when any of the events or transactions before stated has been completed irrevocably, validly and in full) *ipso facto* fall and cease to be of effect in respect of such part or parts of the Scottish Trust Property but shall continue in full force and effect in respect of the whole remainder (if any) of the Scottish Trust Property.

7. Change of Trustee

Except with the prior consent of the LLP and (for so long as it retains any right or interest in the Scottish Trust Property) the Security Trustee, the Seller shall not be entitled to resign office as a trustee or assume a new trustee or trustees under this deed.

8. Variation

This deed and the trust hereby declared and created shall not be varied in any respect without the consent in writing of the LLP or its foresaids and (for so long as it retains any right or interest in the Scottish Trust Property) the Security Trustee.

9. Governing Law

This deed shall be governed by and construed in accordance with the law of Scotland and each of the parties hereby prorogates the non-exclusive jurisdiction of the Scottish courts so far as not already subject thereto and waives any right or plea of *forum non conveniens* in respect of such jurisdiction.

10. **Registration**

The parties hereto consent to the registration of these presents for preservation:

IN WITNESS WHEREOF these presents typewritten on this and the preceding [five] pages together with the Schedule annexed hereto are executed for and on behalf of the Seller and the LLP at [] on [] as follows:

SUBSCRIBED for and on behalf of the said
SANTANDER UK PLC

by

and

SUBSCRIBED for and on behalf of the said
ABBAY COVERED BONDS LLP

by

and

**This and the following pages comprise the SCHEDULE referred to in the foregoing
Declaration of Trust by Santander UK plc
in favour of Abbey Covered Bonds LLP**

Details of Scottish Loans and Related Security

1	2	3
Account No.	Address	Sum Due

SIGNED for and on behalf of)
SANTANDER UK PLC)

SIGNED for and on behalf of)
ABBAY COVERED BONDS LLP)

SCHEDULE 17
FORMS OF NORTHERN IRISH TRANSFER

PART 1
REGISTERED LAND

LAND REGISTRY OF NORTHERN IRELAND

FOLIO NUMBERS AND COUNTIES: As listed in Column 2 of the Schedule hereto

REGISTERED OWNERS: As listed in Column 1 of the Schedule hereto

REGISTERED OWNER OF CHARGES: SANTANDER UK PLC

SANTANDER UK PLC whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter called the "**Transferor**") the above named registered owner of the charges described in the Schedule hereto (the "**Charges**") as beneficial owner hereby transfers to **ABBEY COVERED BONDS LLP** whose registered office is 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter called the "**Transferee**") in consideration of the sums payable by the Transferee under a mortgage sale agreement made between, *inter alios*, the Transferor and the Transferee dated 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and as further amended and restated on 25 June 2014, each of the Charges and the benefit of all securities given in connection with the Charges including for the avoidance of doubt:

- (a) the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under the relevant Charges or the unpaid part thereof and the interest due or to become due thereon (**provided that** the principal moneys payable under any Charge shall not be deemed to be due for the purpose of this paragraph merely because the legal date for redemption of the relevant Charge has passed);
- (b) the benefit of all securities for such principal moneys and interest, the benefit of all consents to charge signed by occupiers of the charged properties and the benefit of and the right to sue on all covenants with, or vested in, the chargee in each Charge and the rights to exercise all powers of the chargee in relation to each Charge;
- (c) all the estate and interest in the mortgaged properties vested in the chargee subject to redemption or cesser; and
- (d) all causes of action of the chargee against any person in connection with any report, valuation, opinion, certificate, consent to mortgage or other statement of fact or opinion given in connection with any Charge or affecting the decision to make the relevant advance.

SCHEDULE referred to in the foregoing deed of transfer of registered land in Northern Ireland

REGISTERED OWNER	FOLIO NUMBER/COUNTY	DATE OF REGISTRATION OF CHARGE
-------------------------	----------------------------	---------------------------------------

IN WITNESS of which this document has been executed and delivered as a deed the day and year first before written.

EXECUTED as a **DEED** by)
as attorney for)
SANTANDER UK PLC) (as attorney for Santander UK plc)
in the presence of:)

Witness:

Name:

Address:

PART 2
UNREGISTERED LAND

THIS DEED OF TRANSFER OF MORTGAGES is made the [•] day of [•], 20[•]

BETWEEN:

- (1) **SANTANDER UK PLC** whose registered office is at, 2 Triton Square, Regent's Place, London NW1 3 AN (hereinafter called the "**Transferor**") of the one part; and
- (2) **ABBEY COVERED BONDS LLP** whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter called the "**Transferee**") of the other part.

WHEREAS:

- (A) By the mortgages (the **Mortgages**) brief particulars of which are set out in the Schedule hereto, the properties brief particulars of which are similarly set out became security for the repayment of the moneys therein mentioned.
- (B) By a mortgage sale agreement made between, *inter alios*, the Transferor and the Transferee on 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and as further amended and restated on 25 June 2014 (the "**Mortgage Sale Agreement**"), the Transferor agreed to sell and the Transferee agreed to buy all right, title, interest, benefit and obligation (both present and future) of the Transferor in and under those Mortgages and all other mortgages in favour of the Transferor over such properties which do not relate to registered land for the consideration mentioned in the said Mortgage Sale Agreement.

NOW THIS DEED WITNESSETH as follows.

The Transferor hereby transfers unto the Transferee as beneficial owner all right, title, interest, benefit and obligation (both present and future) of the mortgage in and under the Mortgages which do not relate to registered land including for the avoidance of doubt:

- (a) the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under the relevant Mortgages or the unpaid part thereof and the interest due or to become due thereon (**provided that** the principal moneys payable under any Mortgage shall not be deemed to be due for the purpose of this paragraph merely because the legal date for redemption of the relevant Mortgage has passed);
- (b) the benefit of all securities for such principal moneys and interest, the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and the benefit of and the right to sue on all covenants with, or vested in, the mortgage in each Mortgage and the rights to exercise all powers of the mortgage in relation to each Mortgage;
- (c) all the estate and interest in the mortgaged properties vested in the mortgage subject to redemption or cesser; and

- (d) all causes of action of the mortgage against any person in connection with any report, valuation, opinion, certificate, consent to mortgage or other statement of fact or opinion given in connection with any Mortgage or affecting the decision to make the relevant advance,

TO HOLD the same unto the Transferee absolutely.

AND THIS DEED FURTHER WITNESSETH that in further consideration of the said Mortgage Sale Agreement the Transferor hereby grants conveys and assigns unto the Transferee its successors and assigns all the Properties expressed to be mortgaged and granted by the Mortgages TO HOLD such of the Properties as are of freehold or fee farm tenure unto and to the use of the Transferee and its successors and assigns for the terms specified in the Mortgages (or where no term is specified, forever) and such of the Properties as are of leasehold tenure for all the residue of the terms specified in the Mortgages subject to the equities of redemption subsisting therein under the Mortgages.

**SCHEDULE referred to in the foregoing deed of transfer of unregistered land in
Northern Ireland**

DATE OF MORTGAGE	REGISTRATION DETAILS	PARTIES	PROPERTY
-----------------------------	---------------------------------	----------------	-----------------

IN WITNESS of which this document has been executed and delivered as a deed the day and year first before written.

EXECUTED as a **DEED** by)

as attorney for)

SANTANDER UK PLC)

in the presence of:)

.....
(as attorney for Santander UK plc)

Witness:

Name:

Address:

PART 3
LLP: REGISTERED LAND

LAND REGISTRY OF NORTHERN IRELAND

FOLIO NUMBERS AND COUNTIES: As listed in Column 2 of the Schedule hereto

REGISTERED OWNERS: As listed in Column 1 of the Schedule hereto

REGISTERED OWNER OF CHARGES: SANTANDER UK PLC

ABBEY COVERED BONDS LLP whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter called the "**Transferor**") the above named registered owner of the charges described in the Schedule hereto (the "**Charges**") as beneficial owner hereby transfers to **SANTANDER UK PLC** whose registered office is 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter called the "**Transferee**") in consideration of the sums payable by the Transferee under a mortgage sale agreement made between, *inter alios*, the Transferor and the Transferee dated 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and as further amended and restated on 25 June 2014 (the "**Mortgage Sale Agreement**") [and a Loan Repurchase Notice given pursuant to the Mortgage Sale Agreement and dated [•] between us the Transferor and the Transferee] [the Selected Loan Offer Notice (as referred to in the Mortgage Sale Agreement) and the Selected Loan Repurchase Notice given pursuant to the Mortgage Sale Agreement and dated [•] between us the Transferor and the Transferee], each of the Charges and the benefit of all securities given in connection with the Charges including for the avoidance of doubt:

- (a) the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under the relevant Charges or the unpaid part thereof and the interest due or to become due thereon (**provided that** the principal moneys payable under any Charge shall not be deemed to be due for the purpose of this paragraph merely because the legal date for redemption of the relevant Charge has passed);
- (b) the benefit of all securities for such principal moneys and interest, the benefit of all consents to charge signed by occupiers of the charged properties and the benefit of and the right to sue on all covenants with, or vested in, the chargee in each Charge and the rights to exercise all powers of the chargee in relation to each Charge;
- (c) all the estate and interest in the mortgaged properties vested in the chargee subject to redemption or cesser; and
- (d) all causes of action of the chargee against any person in connection with any report, valuation, opinion, certificate, consent to mortgage or other statement of fact or opinion given in connection with any Charge or affecting the decision to make the relevant advance.

**SCHEDULE referred to in the foregoing deed of transfer of registered land in Northern
Ireland**

REGISTERED OWNER	FOLIO NUMBER/COUNTY	DATE OF REGISTRATION OF CHARGE
-------------------------	----------------------------	---

IN WITNESS of which this document has been executed and delivered as a deed the day and year first before written.

EXECUTED as a DEED by	)	.....
ABBEY COVERED BONDS LLP	)	(as attorney for Abbey Covered Bonds
acting by ABBEY COVERED BONDS	)	(LM) Limited)
(LM) LIMITED)	
as a Member and)	
SANTANDER UK PLC)	
as a Member	)	.....
in each case signed by their attorney	)	(as attorney for Santander UK plc)
in the presence of:)	

Witness (for the attorney to Abbey Covered Bonds (LM) Limited):

Name:

Address:

Witness (for the attorney to Santander UK plc (as applicable)):

Name:

Address:

PART 4
LLP: UNREGISTERED LAND

THIS DEED OF TRANSFER OF MORTGAGES is made the [•] day of [•], 20[•]

BETWEEN:

- (1) **ABBEY COVERED BONDS LLP** whose registered office is at, 2 Triton Square, Regent's Place, London NW1 3 AN (hereinafter called the "**Transferee**") of the one part; and
- (2) **SANTANDER UK PLC** whose registered office is at 2 Triton Square, Regent's Place, London NW1 3 AN (hereinafter called the "**Transferor**") of the other part.

WHEREAS:

- (A) By the mortgages (the **Mortgages**) brief particulars of which are set out in the Schedule hereto, the properties brief particulars of which are similarly set out became security for the repayment of the moneys therein mentioned.
- (B) By a mortgage sale agreement made between, *inter alios*, the Transferor and the Transferee on 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008 and as further amended and restated on 25 June 2014 (the "**Mortgage Sale Agreement**") [and a Loan Repurchase Notice given pursuant to the Mortgage Sale Agreement and dated [•] between us the Transferor and the Transferee] [, the Selected Loan Offer Notice (as referred to in the Mortgage Sale Agreement) and the Selected Loan Repurchase Notice given pursuant to the Mortgage Sale Agreement and dated [•] between us the Transferor and the Transferee], the Transferor agreed to sell and the Transferee agreed to buy all right, title, interest, benefit and obligation (both present and future) of the Transferor in and under those Mortgages and all other mortgages in favour of the Transferor over such properties which do not relate to registered land, for the consideration mentioned in the said Mortgage Sale Agreement [and Selected Loan Offer Notice].

NOW THIS DEED WITNESSETH as follows:

The Transferor hereby transfers unto the Transferee as beneficial owner all right, title, interest, benefit and obligation (both present and future) of the mortgage in and under the Mortgages which do not relate to registered land including for the avoidance of doubt:

- (a) the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under the relevant Mortgages or the unpaid part thereof and the interest due or to become due thereon (**provided that** the principal moneys payable under any Mortgage shall not be deemed to be due for the purpose of this paragraph merely because the legal date for redemption of the relevant Mortgage has passed);
- (b) the benefit of all securities for such principal moneys and interest, the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and the benefit of and the right to sue on all covenants with, or vested in, the mortgage in each Mortgage and the rights to exercise all powers of the mortgage in relation to each Mortgage;

- (c) all the estate and interest in the mortgaged properties vested in the mortgage subject to redemption or cesser; and
- (d) all causes of action of the mortgage against any person in connection with any report, valuation, opinion, certificate, consent to mortgage or other statement of fact or opinion given in connection with any Mortgage or affecting the decision to make the relevant advance,

TO HOLD the same unto the Transferee absolutely.

AND THIS DEED FURTHER WITNESSETH that in further consideration of the said Mortgage Sale Agreement the Transferor hereby grants conveys and assigns unto the Transferee its successors and assigns all the Properties expressed to be mortgaged and granted by the Mortgages TO HOLD such of the Properties as are of freehold or fee farm tenure unto and to the use of the Transferee and its successors and assigns for the terms specified in the Mortgages (or where no term is specified, forever) and such of the Properties as are of leasehold tenure for all the residue of the terms specified in the Mortgages subject to the equities of redemption subsisting therein under the Mortgages.

**SCHEDULE referred to in the foregoing deed of transfer of unregistered land in
Northern Ireland**

DATE OF MORTGAGE	REGISTRATION DETAILS	PARTIES	PROPERTY
-----------------------------	---------------------------------	----------------	-----------------

IN WITNESS of which this document has been executed and delivered as a deed the day and year first before written.

EXECUTED as a DEED by	)	.....
ABBEY COVERED BONDS LLP	)	(as attorney for Abbey Covered Bonds
acting by ABBEY COVERED BONDS	)	(LM) Limited)
(LM) LIMITED)	
as a Member and)	
SANTANDER UK PLC)	
as a Member	)	.....
in each case signed by their attorney	)	(as attorney for Santander UK plc)
in the presence of:)	

Witness (for the attorney to Abbey Covered Bonds (LM) Limited):

Name:

Address:

Witness (for the attorney to Santander UK plc (as applicable)):

Name:

Address:

APPENDIX 1

INITIAL PORTFOLIO

This is Appendix 1 to a Mortgage Sale Agreement dated 3 June 2005 as amended and restated on 4 October 2007 and 20 May 2008 and as further amended and restated on 25 June 2014 made between Santander UK plc (1) Abbey Covered Bonds LLP (2) and Deutsche Trustee Company Limited (3).

SANTANDER UK PLC

ABBAY COVERED BONDS LLP

DEUTSCHE TRUSTEE COMPANY LIMITED

APPENDIX 2

STANDARD DOCUMENTATION

This is Appendix 2 to a Mortgage Sale Agreement dated 3 June 2005 as amended and restated on 4 October 2007 and 20 May 2008 and as further amended and restated on 25 June 2014 made between Santander UK plc (1) Abbey Covered Bonds LLP (2) and Deutsche Trustee Company Limited (3).

SANTANDER UK PLC

ABBAY COVERED BONDS LLP

DEUTSCHE TRUSTEE COMPANY LIMITED

APPENDIX 3
STANDARD DOCUMENTATION LIST

PART 1
STANDARD DOCUMENTATION FOR ENGLAND AND WALES (INCLUDING
FORMS FOR THE WHOLE OF GREAT BRITAIN)

1. Mortgage Deed (CPA20103) - 2 versions - June 1996 and January 1998
2. 3rd Party Mortgage Deed (Q90) - November 1994
3. Deed of Substitution (CPA10063) - July 1995 and December 2003 (MORT 0078 Dec 03 F)
4. Certificate of Title & Funds Request (CPA20105) - 3 versions - August 1997, August 1999 and May 2003 (MORT 0140 May 03 F)
5. Deed of Consent (M94/CPA10049) - 3 versions - July 1995, December 1997 and December 2003 (MORT 0103 Dec 03 F)
6. Deed of Consent - Additional Loan (CPA30147) - March 1998
7. Deed of Guarantee (CPC10017) - August 1997 and December 2003 (MORT 066 Dec 03 F)
8. Deed of Postponement (Additional Loan Q95) - November 1994
9. Deed of Postponement (New Loan Q96) - November 1994 and December 2003 (MORT 0124 Dec 03 F)
10. Mortgage Application Form (CPA20073) - 3 versions - April 1996, undated and November 2003 (MORT 0026 Nov 03 F)
11. Deed of Further Charge - March 1998
12. Additional Loan Application 2 versions - undated and November 2003 (MORT 0027 Nov 03 F)
13. Mortgage Conditions (1995 Edition) - 2 versions (1995 print and 1998 reprint) (0062/July 95 PA2 and CPA2 0062 Feb 00-F)
14. Re-mortgage Application Form 2 versions - August 1997 and November 2003 (MORT 0028 Nov 03-F)
15. Offer Letter (with Mortgage Account Summary in completion letter) - 7th January, 1999
16. Mortgage Overpayments and Underpayments - undated
17. High Loan to Value Fee - 2 versions - December 1997 and undated
18. Interest Charging and Accrued Interest - 2 versions - January 1998 and undated

19. Valuation for Mortgage Purposes (blank form) - April 1997
20. Additional Loan Valuation - July 1995
21. Home Improvement Loan Application Form - May 1995
22. Tariff of Charges for Residential Mortgages and Secured Loans - June 1997 and February 2003
23. Deed of Covenant - July 1995
24. Assignment of Building Contract - July 1995
25. Your Additional Loan Offer - March 1998
26. General Instructions for Solicitors and Licensed Conveyancers -1994 edition
27. Council of Mortgage Lenders - Lenders' Handbook - 1999 edition
28. Fee Schedules - January 1998, March 2000 and April 2000
29. Properties in Possession Policy and endorsements
30. Offer Letter for flexible mortgage product
31. Flexible Mortgage Conditions 2002 (MORT 0146 June 02 F)
32. Tracker Mortgage Conditions 2001 England & Wales (MORT 0046 Jul 02 F)
33. Mortgage Conditions 2001 England & Wales "Classic" (CPA2 0511 Apr 01 F)
34. Mortgage Conditions 2001 England & Wales "Lifestyle" (CPA2 0513 Apr 01 F)
35. Standard Mortgage Conditions 2002 (MORT 0154 July 02 F)
36. Standard Mortgage Conditions 2002 (Printed 2003)(MORT 0154 Dec 03 DS)
37. Tracker Mortgage Condition 2002 (MORT 0163 Nov 02 DS)
38. Flexible Mortgage - Copy of proposed credit agreement containing notice of right to withdraw
39. Flexible Mortgage Product - Drawdown Conditions
40. Special conditions
41. Flexible Plus Mortgage Conditions 2003 (MORT 0201 May 03 DS)
42. Mortgage Deed (MD004H)
43. Standard Mortgage Deed (MD684V)
44. Flexible Mortgage Deed (MD684D)

45. Tracker Mortgage Deed (MD684W)
46. Tracker Mortgage Deed (MD684B)
47. Mortgage Deed (MD684B)
48. Mortgage Deed (MD684A)
49. Mortgage Deed (MD684U)
50. A straightforward guide to your Mortgage (MORT 0007 Oct 02 DS)
51. Understanding the costs of your Mortgage (MORT 005 Dec 03 DS)
52. Standard Mortgage Deed (MORT 0148 Nov 04 DS)
53. Flexible Mortgage Deed (MORT 0079 Nov 04 DS)
54. Flexible Plus Mortgage Deed (MORT 0202 Nov 04 DS)
55. Deed of Substitution (MORT 0078 Nov 04 DS)
56. Certificate of Title and Funds Request Form (MORT 0140 Nov 04 DS)
57. Deed of Consent and Charge - 2 versions (MORT 0103 Nov 04 DS and MORT 0105 Nov 04 DS)
58. Deed of Guarantee (MORT 0066 Nov 04 DS)
59. Deed of Postponement - Additional loan (MORT 0125 Nov 04 DS)
60. Deed of Postponement - New Loan (MORT 0124 Nov 04 DS)
61. Application for Mortgage (MORT 0026 Nov 04 DS)
62. Application for Flexible Plus Mortgage (MORT 0052 Jan 05 DS)
63. Using Your Flexible Mortgage (MORT 0063 Nov 04 DS)
64. Application for Additional Loan (additional advance) (MORT 0027 Nov 04 DS)
65. Standard Mortgage Conditions 2004 (edition) (MORT 0154 Jan 04 DS)
66. Application for Remortgage (properties already owned) (MORT 0028 Nov 04 DS)
67. Mortgage Repayment Form (MORT 0020 DEC 04 DS)
68. Standard Mortgage Conditions 2004 (printed 2005) (MORT 0154 MAY 05 DS)
69. Flexible Plus Mortgage Conditions 2006 (MORT 0201 MAR 06 F)
70. Standard Mortgage Conditions 2006 (MORT 0154 MAR 06 F)

71. Standard Mortgage Deed (MORT 0148 SEP 05 DS)
72. Standard Mortgage Deed (MORT 0148 APR 06 FD)
73. Standard Mortgage Deed (MORT 0148 NOV 06 FD)
74. Flexible Plus Mortgage Deed (MORT 0202 MAR 06 FD)
75. Flexible Plus Mortgage Deed (MORT 0202 NOV 06 FD)
76. Mortgage Application (MORT 0031 JUN 06 FD)
77. Mortgage Application (MORT 0031 FEB 07 FD)
78. Mortgage and General Insurance (Terms of Business) (MORT 0378 FEB 07 FD)
79. Mortgage Repayment Form (MORT 0020 MAR 07 DS)
80. Amendment Form (using your flexible and flexible mortgage) (MORT 0155 APR 07 DS)
81. Deed of Guarantee (MORT 0066 MAY 07 WL)
82. Certificate of Title and Funds Request Fund (MORT 0140 MAY 06 AD)
83. A Straight Forward Guide to your Mortgage (MORT 0007 JUL 07 FD)
84. A Straight Forward Guide to your Mortgage (MORT 0007 MAY 05 DS)
85. Standard Mortgage Terms and Conditions 2007 (edition) (MORT 0154 JUL 07 FD)
86. Flexible Plus Mortgage Terms and Conditions 2007 (edition) (MORT 0201 JUL 07 FD)

PART 2
STANDARD DOCUMENTATION FOR SCOTLAND

1. Standard Security (1995) (MORT 0067 NOV 01 F)
2. Standard Security (2002) (MORT 0149 JUL 02 F) (MORT 0149 NOV 02 F)
3. Standard Security (Tracker) (MORT 0064 JUL 02 F) (MORT 0064 NOV 02 F)
4. Standard Security (Flexible Mortgages) (MORT 0102 JUN 02 DS)
5. Deed of Guarantee (Scotland)
6. Certificate of Title and Funds Request form (Scotland) (MORT 0055 FEB 02 F)
7. Mortgage Conditions (1995 - Scotland) (MORT 0041 NOV 01 F)
8. Mortgage Conditions for Regulated Loans (1998 - Scotland) (MORT 0038 NOV 01 F)
9. Flexible Mortgage Conditions (2000 - Scotland) (MORT 0050 NOV 01 F)
10. Mortgage Conditions ("Classic") (2001 - Scotland) (MORT 0045 NOV 01 F)
11. Mortgage Conditions ("Lifestyle") (2001 - Scotland) (MORT 0047 NOV 01 F)
12. Tracker Mortgage Conditions (2001 - Scotland) (MORT 0045 JUL 02 F)
13. Tracker Mortgage Conditions (2002 - UK)
14. Standard Mortgage Conditions (2002 - UK)
15. Flexible Mortgage Conditions (2002 - UK) (MORT 0146 JUNE 02 F)
16. Flexible Plus Mortgage Conditions (2003 - UK) (MORT 0201 MAY 03 DS) (MORT 0201 FEB 04 F)
17. Standard Security for Flexible Plus Mortgage (MORT 0204 May 03DS)
18. Standard Security for Flexible Plus Mortgage (MORT 0204 Oct. 03DS)
19. Standard Security for Flexible Plus Mortgage (MORT 0204 Dec 03F)
20. Mortgage Conditions for Regulated Loans (1998 - Scotland) (Printed December 2003) (MORT 0038 DEC 03 F)
21. Deed of Guarantee (Scotland) (MORT 0072 DEC 03 F)
22. Certificate of Title and Funds Request Form (Scotland) (MORT 0055 MAY 03 F)
23. All Conditions (Scotland) (19-12-03)
24. MAS Conditions 23/06/04

25. Standard Security for Flexible Plus Mortgage (Scotland) (MORT 0204 APR 04 DS)
26. Certificate of Title and funds request form - Scotland (MORT 0056 MAR 04 F)
27. Certificate of Title and funds request form - Scotland (MORT 0055 MAR 04 F)
28. Explanatory notes for the transfer of property ownership and change of borrowers in Scotland (MORT 0087 APR 04 F)
29. Application for Flexible Plus Mortgage (UK) (MORT 0052 MAR 04 F)
30. Using your Flexible and Flexible Plus Mortgage (UK) (MORT 0155 MAR 04 DS)
31. Our latest Flexible Plus Mortgages (UK) (MORT 0015 JUN 04 DS)
32. The facts about Flexible Plus Mortgage (UK) (MORT 0004 DEC 03 DS)
33. How to choose the mortgage that's right for you (UK) (MORT 0002 NOV 03 DS)
34. Application for Mortgage (UK)
35. Application for Additional Loan (UK)
36. Application for Remortgage (properties already owned) (UK) (MORT 0028 MAR 04 DS)
37. Application for Home Insurance (UK)
38. CAT Standard Mortgage and Home Improvement Loan (UK) (MORT 0034 JUN 04 DS)
39. Using Your Flexible Plus Mortgage (UK) (MORT 0248 FEB 04 DS)
40. Standard Security for Standard Mortgage (Scotland) (MORT 0149 NOV 04 DS)
41. Standard Security for Flexible Mortgage (Scotland) (MORT 0102 NOV 04 DS)
42. Standard Security for Flexible Plus Mortgage (Scotland) (MORT 0204 NOV 04 DS)
43. Certificate of Title and funds request form - Scotland (MORT 0055 NOV 04 DS)
44. Certificate of Title and funds request form - Scotland (MORT 0056 NOV 04 DS)
45. Deed of Guarantee - Scotland (MORT 0072 NOV 04 DS)
46. Explanatory notes for the transfer of property ownership and change of borrowers in Scotland (MORT 0087 NOV 04 DS)
47. Application for Mortgage (UK) (MORT 0026 NOV 04 DS)
48. Application for Flexible Plus Mortgage (UK) (MORT 0052 JAN 05 DS)

49. Application for Additional Loan '(additional advance) (UK) (MORT 0027 NOV 04 DS)
50. Application for Remortgage (properties already owned) (UK) (MORT 0028 NOV 04 DS)
51. Standard Mortgage Conditions 2004 (edition) (UK) (MORT 0154 NOV 04 DS)
52. Flexible Plus mortgage conditions 2003 (edition) (UK) (MORT 0201 NOV 04 DS)
53. Flexible and Flexible Plus mortgage credit limit reviews (UK) (MORT 0090 NOV 04 DS)
54. How to choose the mortgage that's right for you (UK) (MORT 0002 NOV 04 DS)
55. The facts about Flexible Plus mortgage (UK) (MORT 0004 DEC 04 DS)
56. Using your Flexible and Flexible Plus Mortgage (UK) (MORT 0155 NOV 04 DS)
57. Our latest Flexible Plus Mortgages (UK) (MORT 0015 OCT 04 DS)
58. Using your Flexible mortgage (UK) (MORT 0063 NOV 04 DS)
59. Schedule of Title Deeds and Documents (Scotland) (MORT 0351 NOV 04 DS)
60. Our latest mortgage offers (UK.) (MORT 0001 JAN 05 DS)
61. Substitute Property Details Application (UK) (MORT 0053 JAN 05 DS)
62. Transfer of property ownership and change of borrowers (UK) (MORT 0129 JAN 05 DS)
63. A straightforward guide to your mortgage (UK) (MORT 0007 NOV 04 DS)
64. Understanding the costs of your mortgage (UK) (MORT 0005 NOV 04 DS 2)
65. Mortgage Certificate (UK) (MORT 0006 NOV 04 DS)
66. Additional Services and Tariff of Charges (UK) (MORT 0012 MAY 05 DS)
67. Mortgage repayment form (UK) (MORT 0020 DEC 04 DS)
68. Repaying your mortgage (UK) (MORT 0099 DEC 04 DS)
69. How we work out the interest you pay on your mortgage (UK) (MORT 0217 NOV 04 DS)
70. Key facts about our services (UK) (MORT 0367 JAN 05 DS)
71. Key facts about our services (UK) (MORT 0368 JAN 05 DS)
72. Here's what to do next (UK) (MORT 0003 JAN 05 DS)

73. MAS Conditions 21/02/05 Query 940707
74. MAS Conditions 21/02/05 Query 940708
75. Request form - Certificate of Title and funds for Scotland (MORT 0055 DEC 05 DS)
76. Standard mortgage conditions 2006 (edition) (MORT 0154 MAR 06 F)
77. Flexible Plus mortgage conditions 2006 (edition) (MORT 0201 MAR 06 F)
78. Standard Security for Standard Mortgage (MORT 0149 APR 06 FD)
79. Standard Security for Flexible Plus Mortgage (MORT 0204 APR 06 FD)
80. Mortgage Application (MORT 0031 JUN 06 FD)
81. Customer Offer Packaging Sheet - Standard (MISC 03337 JUL 06 F)
82. Customer Offer Packaging Sheet - Flexible Plus (MISC 03337 JUL 06 F)
83. Standard Security for Standard Mortgage (MORT 0149 NOV 06 FD)
84. Standard Security for Flexible Plus Mortgage (MORT 0204 NOV 06 FD)
85. Standard Mortgage Conditions 2006 (edition) (MORT 0154 DEC 06 FD)
86. Flexible Plus Mortgage Conditions 2006 (edition) (MORT 0201 DEC 06 FD)
87. Standard Security for Standard Mortgage (MORT 0149 JAN 07 DS)
88. Standard Security for Flexible Plus Mortgage (MORT 0204 JAN 07 DS)
89. Mortgage Application (MORT 0031 FEB 07 FD)
90. Mortgage and General Insurance Terms of Business (MORT 0378 FEB 07 FD)
91. Mortgage repayment form (MORT 0020 MAR 07 DS)
92. Amendment form - Using your Flexible and Flexible Plus mortgage (MORT 0155 APR 07 DS)
93. Standard Security for Standard Mortgage (MORT 0149 APR 07 DS)
94. Standard Security for Flexible Plus Mortgage (MORT 0204 APR 07 DS)
95. Application form - Using your flexible mortgage (MORT 0063 MAY 07 DS)
96. Application for Mortgage (MORT 0026 JUN 07 FD)
97. Application for Additional Loan (MORT 0027 JUN 07 FD)
98. Application for Remortgage (MORT 0028 JUN 07 FD)

99. Mortgage Application (MORT 0031 JUN 07 FD)
100. Standard Security for Standard Mortgage (MORT 0149 JULY 07 FD)
101. Standard Security for Flexible Plus Mortgage (MORT 0204 JUL 07 FD)
102. Abbey's Standard Mortgage Terms and Conditions (MORT 0154 JUL 07 FD)
103. Abbey's Flexible Plus Mortgage Terms and Conditions (MORT 0201 JUL 07 FD)
104. Mortgage Application (MORT 0187 FEB 09 T)
105. Mortgage Application (MORT 0187 APR 09 T)
106. Mortgage Application (MORT 0187 JUNE 09 T)
107. Standard Security for Standard Mortgage (MORT 0149 JAN 10 TDD)
108. Standard Security for Flexible Plus Mortgage (MORT 0204 JAN 10 TDD)
109. Standard Mortgage Terms and Conditions (MORT 0154 JAN 10 TDD)
110. Flexible Plus Mortgage Terms and Conditions (MORT 0201 JAN 10 TDD)
111. Standard Security for Flexible Offset Mortgage (MORT 0204 MAY 10 T)
112. Flexible Offset Mortgage Terms and Conditions (MORT 0201 MAY 10 T)
113. Standard Security for Standard Mortgage (MORT 0149 JAN 12 H)
114. Standard Security for Flexible Offset Mortgage (MORT 0204 JAN 12 H)
115. Standard Mortgage Terms and Conditions (MORT 0154 JAN 12 H)
116. Flexible Offset Mortgage Terms and Conditions (MORT 0201 JAN 12 H)

PART 3
STANDARD DOCUMENTATION FOR NORTHERN IRELAND

1. Mortgage Deed - Northern Ireland (MAR 98F (N I))
2. Mortgage Deed - Northern Ireland (NOV 01 F)
3. Flexible Mortgage Deed - Northern Ireland (NOV 01 F)
4. Mortgage Deed - Northern Ireland "Classic" (FEB 02F)
5. Standard Mortgage Deed - Northern Ireland (JUL 02F)
6. Tracker Mortgage Deed - Northern Ireland (NOV 02F)
7. Flexible Plus Mortgage Deed - Northern Ireland (APR 04DS)
8. Standard Mortgage Deed - Northern Ireland (NOV 04DS)
9. Flexible Mortgage Deed - Northern Ireland (NOV 04DS)
10. Flexible Plus Mortgage Deed - Northern Ireland (NOV 04DS)
11. Mortgage Conditions 1995 Edition Northern Ireland (JUNE 98F)
12. Mortgage Conditions 2001 Northern Ireland "Classic" (NOV 01F)
13. Mortgage Conditions 2001 Northern Ireland "Lifestyle" (NOV 01F)
14. Tracker Mortgage Conditions 2001 Northern Ireland (JUL 02F)
15. General Instructions for Solicitors and Licensed Conveyancers — Northern Ireland 1994 Edition (NOV 94)
16. General Instructions for Solicitors and Licensed Conveyancers - Northern Ireland 1994 Edition (DEC 01F)
17. Certificate of Title and Request for Funds - Northern Ireland (MAR 00F)
18. Certificate of Title and Request for Funds - Northern Ireland (NOV 01F)
19. Certificate of Title and Request for Funds - Northern Ireland (FEB 02F)
20. Certificate of Title and Request for Funds - Northern Ireland (MAR 04F)
21. Certificate of Title and Request for Funds - Northern Ireland (APR 04DS)
22. Certificate of Title and Request for Funds - Northern Ireland (NOV 04DS)
23. Deed of Guarantee - Northern Ireland (NOV 04DS)