



**ABBEY NATIONAL TREASURY SERVICES plc**

(INCORPORATED IN ENGLAND WITH LIMITED LIABILITY, REGISTERED NUMBER 2338548)

(AS ISSUER OF SENIOR NOTES)

**U.S.\$20,000,000,000**

**EURO MEDIUM TERM NOTE PROGRAMME**

Unconditionally and irrevocably guaranteed by

**SANTANDER UK plc**

(INCORPORATED IN ENGLAND WITH LIMITED LIABILITY, REGISTERED NUMBER 2294747)

(AS ISSUER OF SUBORDINATED NOTES AND GUARANTOR OF SENIOR NOTES)

Abbey National Treasury Services plc (the "Senior Issuer") and Santander UK plc (the "Subordinated Issuer", and together with the Senior Issuer, the "Issuers" and each an "Issuer") may from time to time issue notes (the "Notes") denominated in any currency as agreed between the relevant Issuer and the relevant Dealer (as defined below) under this U.S.\$20,000,000,000 Euro Medium Term Note Programme (the "Programme"). This Prospectus supersedes the Prospectus dated 20 April, 2011 and is valid for a period of 12 months from the date hereof. Any Notes issued under the Programme by the completion of the Final Terms on or after the date of this Prospectus are issued subject to the provisions hereof. This does not affect any Notes already issued. "Final Terms" means the terms set out in a Final Terms supplement substantially in the form set out in this Prospectus.

This Prospectus has been approved by the United Kingdom Financial Services Authority (the "FSA") which is the United Kingdom competent authority for the purposes of Directive 2003/71/EC (the "Prospectus Directive") and relevant implementing measures in the United Kingdom, as a base prospectus (the "Base Prospectus") issued in compliance with the Prospectus Directive and relevant implementing measures in the United Kingdom for the purpose of giving information with regard to the issue of the Notes under the Programme during the period of 12 months after the date hereof.

Application has been made to the FSA in its capacity as competent authority (the "UK Listing Authority") under the UK Financial Services and Markets Act 2000 (the "FSMA") for Notes issued under the Programme to be admitted to the official list of the UK Listing Authority (the "Official List"). In respect of Notes to be admitted to the Official List, application has also been made to the London Stock Exchange plc (the "London Stock Exchange") for such Notes to be admitted to trading on the London Stock Exchange's Regulated Market.

The London Stock Exchange's Regulated Market is a regulated market for the purposes of Directive 2004/39/EC (the "Markets in Financial Instruments Directive").

The payment of all amounts payable in respect of the Senior Notes will be unconditionally and irrevocably guaranteed by Santander UK plc (the "Guarantor").

Notes may be issued in bearer or registered form (respectively "Bearer Notes" and "Registered Notes"). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed U.S.\$20,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "Summary of the Programme" and any additional Dealer appointed under the Programme from time to time (each a "Dealer" and together the "Dealers"), which appointment may be for a specific issue or on an ongoing basis. References in this Prospectus to the "relevant Dealer" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes, and any other terms and conditions not contained herein which are applicable to each Tranche of Notes will be set out in the applicable Final Terms which, with respect to Notes to be admitted to the Official List and to be admitted to trading on the London Stock Exchange's Regulated Market, will be delivered to the UK Listing Authority and the London Stock Exchange on or before the date of issue of the Notes of such Tranche.

The Programme provides that Notes may be unlisted or listed on such other or further stock exchange(s) as may be agreed between the relevant Issuer, the Guarantor and the relevant Dealer and specified in the Final Terms. In particular, Notes denominated in Australian dollars and issued in the domestic Australian capital markets ("Australian Domestic Notes") may be listed on the Australian Stock Exchange Limited. The Senior Issuer may also issue Notes denominated in Canadian dollars settling and clearing through CDS Clearing and Depository Services Inc. ("CDS") and (if so indicated in the applicable Final Terms) also clearing through Euroclear Bank S.A./N.V. and/or Clearstream Banking, société anonyme ("Canadian Notes").

Any person (an "Investor") intending to acquire or acquiring any securities from any person (an "Offeror") should be aware that, in the context of an offer to the public as defined in section 102B of the FSMA, the relevant Issuer may be responsible to the Investor for the Prospectus under section 90 of the FSMA, only if the relevant Issuer has authorised that Offeror to make the offer to the Investor. Each Investor should therefore enquire whether the Offeror is so authorised by the relevant Issuer. If the Offeror is not authorised by the relevant Issuer, the Investor should check with the Offeror whether anyone is responsible for the Prospectus for the purposes of section 90 of FSMA in the context of the offer to the public, and, if so, who that person is. If the Investor is in any doubt about whether it can rely on the Prospectus and/or who is responsible for its contents it should take legal advice. This paragraph should be read in conjunction with the fifth paragraph on page 2 of this Prospectus. Information in relation to an offer to the public will be made available at the time such sub-offer is made, and such information will be also provided by the relevant Offeror.

See "Risk Factors" (pages 16 to 37) for a discussion of factors which may affect an Issuer's and the Guarantor's ability to fulfil its obligations under Notes issued under the Programme and under the Guarantee, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme, and certain factors to be considered in connection with an investment in Credit Linked Notes, Equity Linked Notes, Index Linked Notes (each as defined herein) or other structured Notes which may be issued under the Programme.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the "Securities Act") and may not be offered or sold in the United States or to, or for the benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("Regulation S")) unless the Notes are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available. See "Form of the Notes" for a description of the manner in which Notes will be issued. Registered Notes are subject to certain restrictions on transfer see "Subscription and Sale and Transfer and Selling Restrictions".

The rating of certain Series of Notes to be issued under the Programme may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to the relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under Regulation (EU) No 1060/2009 (the "CRA Regulation") will be disclosed in the Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before 7 June, 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused.

*Arranger*

**DEUTSCHE BANK**

*Dealers*

BARCLAYS  
BOFA MERRILL LYNCH  
CREDIT SUISSE  
GOLDMAN SACHS INTERNATIONAL  
THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED  
MORGAN STANLEY  
THE ROYAL BANK OF SCOTLAND

BNP PARIBAS  
CITIGROUP  
DEUTSCHE BANK  
HSBC  
J.P. MORGAN CAZENOVE  
SANTANDER GLOBAL BANKING & MARKETS  
UBS INVESTMENT BANK

The date of this Prospectus is 18 April, 2012.

In this document references to “ANTS” are references to Abbey National Treasury Services plc; references to “Santander UK” and the “Guarantor” are references to Santander UK plc; and references to the “ANTS Group” are references to ANTS and its subsidiaries and references to the “Santander UK Group” and the “Group” are references to Santander UK and its subsidiaries. References to the “Issuer” and the “Issuers” are references to ANTS or Santander UK plc (as issuer of the relevant Notes) or each of them as the context requires. References to “Banco Santander” are references to Banco Santander, S.A. and references to the “Banco Santander Group” are references to Banco Santander and its subsidiaries. References to “A&L” are references to Alliance & Leicester plc and references to the “A&L Group” are references to A&L and its subsidiaries.

In this document references to “Moody’s” are to Moody’s Investors Service Limited; references to “S&P” are to Standard & Poor’s Credit Market Services Europe Limited; and references to “Fitch” are to Fitch Ratings Ltd. Each of Moody’s, S&P and Fitch is established in the European Union and registered under Regulation 1060/2009/EC of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (as amended). Credit ratings are not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

**The Issuers and the Guarantor (the “Responsible Persons”) accept responsibility for the information contained in this Prospectus. To the best of the knowledge of the Responsible Persons (each having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.**

The previous paragraph should be read in conjunction with the 10th paragraph on the first page of this Prospectus.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Prospectus in connection with an offer of Notes are the persons named in the applicable Final Terms as the relevant Dealer or the Managers and the persons named in or identifiable following the applicable Final Terms as the Financial Intermediaries, as the case may be.

**AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES FROM AN OFFEROR WILL DO SO, AND OFFERS AND SALES OF THE NOTES TO AN INVESTOR BY AN OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE RELEVANT ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH INVESTORS (OTHER THAN THE DEALERS) IN CONNECTION WITH THE OFFER OR SALE OF THE NOTES AND, ACCORDINGLY, THIS PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION AND AN INVESTOR MUST OBTAIN SUCH INFORMATION FROM THE OFFEROR.**

Neither the Dealers nor the Trustee have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information provided by the Issuers or the Guarantor in connection with the Programme. No Dealer or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuers or the Guarantor in connection with the Programme.

No person is or has been authorised by the Issuers or the Guarantor to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers, the Guarantor, any of the Dealers or the Trustee.

Neither this Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuers, the Guarantor, any of the Dealers or the Trustee that any recipient of this Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the relevant Issuer and/or the Guarantor. Neither this Prospectus nor any other

information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuers, the Guarantor, any of the Dealers or the Trustee to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuers and/or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuers or the Guarantor during the life of the Programme or to advise any investor in the Notes of any information coming to their attention. Investors should review, *inter alia*, the most recently published documents incorporated by reference in this Prospectus when deciding whether or not to purchase any Notes.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to or for the account or benefit of U.S. persons, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and the U.S. Treasury regulations promulgated thereunder.

To ensure compliance with Treasury Department Circular 230, Noteholders are hereby notified that: (a) any discussion of federal tax issues in this document is not intended or written to be relied upon, and cannot be relied upon, by Noteholders for the purpose of avoiding penalties that may be imposed on Noteholders under the Internal Revenue Code; (b) such discussion is included herein by the Issuers in connection with the promotion or marketing (within the meaning of Circular 230) by the Issuers of the transactions and matters addressed herein; and (c) Noteholders should seek advice based on their particular circumstances from an independent tax advisor.

Notwithstanding anything in this Prospectus to the contrary, each prospective investor (and each employee, representative or other agent of the prospective investor) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of any offering and all materials of any kind (including opinions or other tax analyses) that are provided to the prospective investor relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

Persons into whose possession offering material comes must inform themselves about and observe any such restrictions. This Prospectus does not constitute, and may not be used for or in connection with, an offer to any person to whom it is unlawful to make such an offer or a solicitation by anyone not authorised so to act.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuers, the Guarantor, the Dealers and the Trustee do not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering, or that all actions have been taken by the Issuers, the Guarantor, the Dealers or the Trustee which would permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. In particular, no action has been taken by the Issuers, the Guarantor, the Dealers or the Trustee which would permit a public offering of any Notes outside the European Economic Area or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the European Economic Area, the United Kingdom, Australia, Canada, Japan, Hong Kong, Ireland, Singapore and Poland, see "Subscription and Sale and Transfer and Selling Restrictions".

This Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Prospectus as completed by final terms in relation to the offer of those Notes may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by final terms which specify that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State, such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent sub-paragraph (ii) above may apply, none of the Issuer, the Guarantor nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the relevant Issuer or any Dealer to publish or supplement a prospectus for such offer.

In making an investment decision, investors must rely on their own examination of the relevant Issuer and the Guarantor and the terms of the Notes being offered, including the merits and risks involved.

Certain of the Dealers and their affiliates have engaged and may in the future engage in investment banking and/or commercial banking transactions with, and may perform services for the Issuers, the Guarantor and their respective affiliates.

None of the Dealers, the Issuers, the Guarantor and the Trustee makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should satisfy itself that it is able to bear the economic risk of an investment in the Notes for an indefinite period of time.

Each of the Australian Registrar and the Canadian Agent has consented to being named under the Prospectus in the form in which its respective name appears, but has no liability in respect of the Prospectus.

This Prospectus has not been and will not be lodged with the Australian Securities and Investments Commission and is not and does not purport to be a document containing disclosure to investors, for the purposes of Part 6D.2 or Part 7.9 of the Corporations Act 2001 of the Commonwealth of Australia (“Australia”) (the “Corporations Act 2001”). It is not intended to be used in connection with any offer for which such disclosure is required and does not contain all the information that would be required by those provisions if they applied. It does not take into account the objectives, financial situation or needs of any potential investor and is not to be provided to any “retail client” as defined in section 761G of the Corporations Act 2001.

This Prospectus is not, and under no circumstances is to be construed as, an advertisement or a public offering of the securities referred to in this document in Canada. No securities commission or similar authority in Canada has reviewed or in any way passed upon this Prospectus or the merits of the securities described herein and any representation to the contrary is an offence. This Prospectus may not be distributed or delivered in Canada or to any resident of Canada other than in compliance with applicable securities laws in the relevant province or territory of Canada.

## U.S. INFORMATION

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Prospectus or confirmed the accuracy or determined the adequacy of the information contained in this Prospectus. Any representation to the contrary is unlawful.

This Prospectus may be distributed on a confidential basis in the United States to a limited number of Qualified Institutional Buyers (“QIBs”) as defined in Rule 144A under the Securities Act (“Rule 144A”) for informational use solely in connection with the consideration of the purchase of the Notes being offered hereby. Its use for any other purpose in the United States is not authorized. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

Registered Notes may be offered or sold within the United States only to QIBs in transactions exempt from the registration requirements under the Securities Act. Each U.S. purchaser of Registered Notes is hereby notified that the offer and sale of any Registered Notes to it may be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A.

Each purchaser or holder of Notes represented by a Rule 144A Global Note or any Notes issued in registered form in exchange or substitution therefor (together “Restricted Notes”) will be deemed, by its acceptance or purchase of any such Restricted Notes, to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in “Subscription and Sale and Transfer and Selling Restrictions”. Unless otherwise stated, terms used in this paragraph have the meanings given to them in “Form of the Notes”.

## NOTICE TO NEW HAMPSHIRE RESIDENTS

Neither the fact that a registration statement or an application for a licence has been filed under Chapter 421-B of the New Hampshire revised statutes with the State of New Hampshire nor the fact that a security is effectively registered or a person is licensed in the State of New Hampshire constitutes a finding by the Secretary of State of New Hampshire that any document filed under Chapter 421-B is true, complete and not misleading. Neither any such fact nor the fact that an exemption or exception is available for a security or a transaction means that the Secretary of State has passed in any way upon the merits or qualifications of, or recommended or given approval to, any person, security or transaction. It is unlawful to make, or cause to be made, to any prospective purchaser, customer or client any representation inconsistent with the provisions of this paragraph.

## AVAILABLE INFORMATION

If the Guarantor ceases to be a reporting company under the Exchange Act (as defined below), to permit compliance with Rule 144A in connection with any resales or other transfers of Notes that are “restricted securities” within the meaning of the Securities Act, each Issuer has undertaken in the Trust Deed to furnish, upon the request of a holder of such Notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, such Issuer and the Guarantor are neither reporting companies under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, (the “Exchange Act”) nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder. The Guarantor is currently a reporting company under the Exchange Act.

## SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

ANTS and the Guarantor are companies incorporated in England. All of their directors reside outside the United States and all or a substantial portion of the assets of each Issuer and the Guarantor are located outside the United States. As a result, it may not be possible for investors to effect service of process outside England upon an Issuer or the Guarantor, or to enforce judgments against them obtained in the United States predicated upon civil liabilities of the relevant Issuer or the Guarantor or such directors under laws other than English, including any judgment predicated upon United States

federal securities laws. The Issuers and the Guarantor have been advised by Slaughter and May, their English solicitors, that there is doubt as to the enforceability in England in original actions or in actions for enforcement of judgments of United States courts of civil liabilities predicated solely upon the federal securities laws of the United States.

## **PRESENTATION OF FINANCIAL AND OTHER INFORMATION**

All references in this document to “U.S. dollars”, “U.S.\$” and “\$” are to the currency of the United States of America, to “Sterling” and “£” are to the currency of the United Kingdom, to “Australian dollars” and “A\$” are to the currency of Australia, to “Canadian dollars” and “C\$” are to the currency of Canada and to “euro” and “€” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

From 1 January, 2005 each of the Issuers and the Guarantor maintains its financial books and records and prepares its financial statements in Sterling in accordance with International Financial Reporting Standards (“IFRS”) as approved by the International Accounting Standards Board (“IASB”), interpretations issued by the International Financial Reporting Interpretations Committee (“IFRIC”) of the IASB that, under European Regulations, are effective and available for early adoption at the Group’s reporting date. The Group has complied with IFRS as issued by the IASB in addition to complying with its legal obligation to comply with IFRS as adopted for use in the European Union.

## **BANKING ACT OF AUSTRALIA**

Abbey National Treasury Services plc (Issuer of the Australian Domestic Notes) is not a bank which is authorised under the Banking Act 1959 of Australia. The Australian Domestic Notes are not the obligations of any government and, in particular are not guaranteed by the Commonwealth of Australia.

## **BANK ACT (CANADA)**

Neither ANTS (Issuer of the Canadian Notes) nor the Guarantor is regulated as a financial institution in Canada. Neither ANTS nor the Guarantor is a member institution of the Canada Deposit Insurance Corporation. The liability incurred by ANTS or the Guarantor through the issuance and sale of Canadian Notes (as defined herein) is not a deposit.

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In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may, outside Australia and on a market operated outside Australia, over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Prospectus and have been approved by the FSA or filed with it shall be incorporated in, and form part of, this Prospectus and the Base Prospectus set out in this Prospectus and approved by the FSA for the purpose of the Prospectus Directive:

- (1) the audited consolidated annual financial statements of ANTS for the financial year ended 31 December, 2011, which appear on pages 11 to 120 of ANTS' Annual Report and Accounts for the year ended 31 December, 2011;
- (2) the audited consolidated annual financial statements of ANTS for the financial year ended 31 December, 2010, which appear on pages 11 to 113 of ANTS' Annual Report and Accounts for the year ended 31 December, 2010;
- (3) the (i) audited consolidated annual financial statements of the Guarantor for the financial year ended 31 December 2011, which appears on pages 157 to 274 and pages 62 to 135, except the Operational Risk and Other Risks sections on pages 128 to 134; (ii) audited information in the "Balance Sheet Business Review" on pages 44 to 48; (iii) audited information titled "FSA Remuneration Disclosures" on pages 152 to 156; (iv) the section entitled "Bank of England Special Liquidity Scheme" on page 58; and its audited information in the "Director's Report" on pages 143 to 145; in each case, of the Guarantor' Annual Report and Accounts for the year ended 31 December, 2011.
- (4) the (i) audited consolidated annual financial statements of the Guarantor for the financial year ended 31 December, 2010, which appear on pages 149 to 262 and pages 67 to 134 of the Guarantor's Annual Report and Accounts for the year ended 31 December, 2010, except as marked as "unaudited" on pages 92 and 93 and the Operational Risk and Other Risks sections on pages 121 to 123; (ii) the "Business Review – Divisional Results", the unaudited table titled "Trading profit before tax by segment" on page 25 of the Guarantor's Annual Report and Accounts for the year ended 31 December, 2010; (iii) the sections entitled "Bank of England Special Liquidity Scheme" and "UK Government 2008 Credit Guarantee Scheme" on page 64 of the Guarantor's Annual Report and Accounts for the year ended 31 December, 2010; and (iv) the audited information in the Directors' Report which appears on pages 141 to 143 of the Guarantor's Annual Report and Accounts for the year ended 31 December, 2010;

provided also that any statement contained in a document all or the relevant portion of which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in this Prospectus modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute part of this Prospectus.

In addition to the above, the following Terms and Conditions of the Notes shall be incorporated by reference in, and form part of, this Prospectus:

- (5) the Terms and Conditions of the Notes set out on pages 26 to 51 of the Information Memorandum dated 29 March, 2004;
- (6) the Terms and Conditions of the Notes set out on pages 26 to 52 of the Information Memorandum dated 11 April, 2005;
- (7) the Terms and Conditions of the Notes set out on pages 34 to 59 of the Information Memorandum dated 5 August, 2005;
- (8) the Terms and Conditions of the Notes set out on pages 36 to 63 of the Prospectus dated 22 June, 2006;
- (9) the Terms and Conditions of the Notes set out on pages 36 to 63 of the Prospectus dated 18 May, 2007;
- (10) the Terms and Conditions of the Notes set out on pages 50 to 79 of the Prospectus dated 26 March, 2008;
- (11) the Terms and Conditions of the Notes set out on pages 54 to 85 of the Prospectus dated 14 April, 2009;



- (12) the Terms and Conditions of the Notes set out on pages 61 to 93 of the Prospectus dated 5 May, 2010; and
- (13) the Terms and Conditions of the Notes set out on pages 67 to 97 of the Prospectus dated 20 April, 2011.

Any statement contained herein or in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a subsequent statement which is deemed to be incorporated by reference herein or contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise), (provided, however, that such statement shall only form part of the Base Prospectus to the extent that it is contained in a document all of the relevant portion of which is incorporated by reference by way of a supplement proposed in accordance with Article 16 of the Prospectus Directive). Any statement so modified or superseded shall not, except as so modified or superseded, constitute part of this Prospectus.

Copies of the documents incorporated by reference in this Prospectus, listed in (1) to (13) above, can be obtained without charge from the RNS website.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

The Issuers and the Guarantor will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Prospectus or publish a new Prospectus for use in connection with any subsequent issue of Notes. The Issuers and the Guarantor have undertaken to the Dealers in the Programme Agreement (as defined in “Subscription and Sale and Transfer and Selling Restrictions” herein) that they will comply with section 87G of the FSMA.

Certain information contained in the documents listed above has not been incorporated by reference in this Prospectus. Such information is either (i) not considered by the Issuers and the Guarantor to be relevant for prospective investors in the Notes to be issued under the Programme or (ii) is covered elsewhere in this Prospectus.

## SUMMARY OF THE PROGRAMME

This summary must be read as an introduction to this Prospectus and any decision to invest in any Notes should be based on a consideration of this Prospectus as a whole, including any documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive in each Member State of the European Economic Area no civil liability will attach to the Responsible Persons in any such Member State solely on the basis of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus. Where a claim relating to information contained in this Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated.

*Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” shall have the same meanings in this summary.*

<b>Issuers:</b>	Abbey National Treasury Services plc (including any Designated Branch) Santander UK plc
<b>Guarantor:</b>	Santander UK plc
<b>Description of Issuers and Guarantor:</b>	The Guarantor is the parent company of the Santander UK Group which provides financial services in the U.K. The Guarantor was incorporated in England and Wales in 1988. ANTS is a wholly owned subsidiary of the Guarantor and was incorporated in England and Wales in 1989. The Guarantor and the Issuers form part of the Banco Santander Group.
<b>Risk Factors:</b>	There are certain factors that may affect the Issuers’ and the Guarantor’s ability to fulfil their obligations under Notes issued under the Programme. These are set out under “ <i>Risk Factors – Business Risk Factors</i> ” below and include risks concerning (i) the creditworthiness of the Issuer and the Guarantor, (ii) general economic conditions, (iii) competition in the financial services industry, (iv) regulatory and legislative change and (v) operational risks. In addition, there are certain factors set out under “ <i>Risk Factors – Risks relating to the Notes</i> ” below which are material for the purpose of assessing the market risks associated with Notes issued under the Programme, including (i) there being no assurance that a trading market for the Notes will develop or be maintained, (ii) that the Notes may be redeemed prior to their maturity, (iii) the fact that the Notes are subject to certain transfer restrictions, (iv) that the Issuer and Guarantor may rely on paying agents and clearing systems, (v) that the Subordinated Issuer’s obligations under the Subordinated Notes are subordinated and (vi) the loss of all or part of a Noteholder’s initial investment or anticipated return due, <i>inter alia</i> , to Notes bearing a fixed-to-floating (or floating-to-fixed) rate of interest, an inverse floating rate of interest, a capped or variable rate of interest or to payments of principal or interest on Notes being determined by reference to an index, formula, asset or other reference factor, as specified in the applicable Final Terms.
<b>Description:</b>	Euro Medium Term Note Programme
<b>Arranger:</b>	Deutsche Bank AG, London Branch
<b>Dealers:</b>	Banco Santander, S.A. Barclays Bank PLC BNP Paribas Citigroup Global Markets Limited Credit Suisse Securities (Europe) Limited Deutsche Bank AG, London Branch Goldman Sachs International The Hongkong and Shanghai Banking Corporation Limited

HSBC Bank plc  
J.P. Morgan Securities Ltd.  
Merrill Lynch International  
Morgan Stanley & Co. International plc  
The Royal Bank of Scotland plc  
UBS Limited

and any other Dealers appointed in accordance with the Programme Agreement.

**Certain Restrictions:**

Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “Subscription and Sale and Transfer and Selling Restrictions”).

**Australian dollars**

Notes denominated in Australian dollars may only be issued in the Australian domestic capital markets by entities which are authorised as banks in their home jurisdiction in accordance with the directive issued by the Assistant Treasurer of the Commonwealth of Australia dated 23 September, 1996 as contained in the Banking (Exemption) Order No. 82 which requires all offers and any transfers which occur in Australia of such Notes to be for a consideration of at least A\$500,000.

ANTS may issue Notes denominated in Australian dollars in the Australian domestic capital markets (“Australian Domestic Notes”) in accordance with these requirements.

Australian Domestic Notes:

- will be issued in registered, uncertificated (or inscribed) form, constituted by the Deed Poll dated on or around 14 April, 2009 executed by ANTS and governed by the laws of New South Wales, Australia (as amended, supplemented or replaced from time to time) (the “Deed Poll”) and take the form of entries on a register to be maintained by Computershare Investor Services Pty Limited (ABN 48 078 279 277) or such other Australian registrar appointed by ANTS and specified in the applicable Final Terms (the “Australian Registrar”);
- will provide for payments of principal and interest to be made in Australia;
- will provide for ANTS to submit to the jurisdiction of the courts of New South Wales and appoint Dabserv Corporate Services Pty Limited (ABN 73 001 824 111) (or such other person specified in the applicable Final Terms) as its agent for the service of process in New South Wales;
- may be listed on the Australian Stock Exchange Limited; and
- will be eligible for lodgement into the Austraclear System operated by Austraclear Limited (ABN 94 002 060 773).

The requirements of the Banking (Exemption) Order No. 82 do not apply to transfers of Australian Domestic Notes which occur outside Australia.

It is not intended that Santander UK will issue Australian Domestic Notes.

## Canadian dollars

Subject to any applicable laws and regulations, under the Programme ANTS may issue Notes denominated in Canadian dollars settling and clearing through the clearing system operated in Canada by CDS and (if so indicated in the applicable Final Terms) also clearing through Euroclear and/or Clearstream, Luxembourg (“Canadian Notes”). Canadian Notes will be issued in registered form, represented by certificates, each certificate representing one or more Notes registered in the name of the recorded holder of such Canadian Notes. Canadian Notes will be issued under a sub-paying agency agreement (the “Sub-Paying Agency Agreement”) dated 5 May, 2010 between ANTS, the Guarantor, the Principal Paying Agent, the Registrar, BNY Trust Company of Canada (the “Canadian Agent”) and the Trustee, and pursuant to such other additional documentation as ANTS considers appropriate and in agreement with the Programme documents. Canadian Notes will have the benefit of the Trust Deed.

It is not intended that Santander UK will issue Canadian Notes.

<b>Trustee:</b>	The Law Debenture Trust Corporation p.l.c.
<b>Issuing and Principal Paying Agent:</b>	Citibank, N.A., London.
<b>Registrar:</b>	Citigroup Global Markets Deutschland AG.
<b>Programme Size:</b>	Up to U.S.\$20,000,000,000 (or its equivalent) outstanding at any time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
<b>Distribution:</b>	The Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
<b>Currencies:</b>	Any currency indicated in the applicable Final Terms.
<b>Redenomination:</b>	The applicable Final Terms may provide that certain Notes may be redenominated in euro and will detail the relevant provisions applicable to any such redenomination, and any renominatisation, reconventioning and/or consolidation with other Notes denominated in euro.
<b>Maturities:</b>	Subject to any applicable legal or regulatory restrictions and the rules from time to time of any relevant central bank (or equivalent body), such maturity as indicated in the applicable Final Terms.
<b>Issue Price:</b>	Notes may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
<b>Form of Notes:</b>	<p>The Notes will be issued in bearer or registered (or inscribed) form as described in “Form of the Notes”. Notes issued in bearer form may also be issued in new global note (NGN) form. Registered Notes will not be exchangeable for Bearer Notes or <i>vice versa</i>.</p> <p>Australian Domestic Notes will take the form of entries in a register maintained by the Australian Registrar.</p> <p>Canadian Notes will be issued in registered form.</p>
<b>Fixed Rate Notes:</b>	Interest on Fixed Rate Notes will be payable on such date or dates as indicated in the applicable Final Terms and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer.

**Floating Rate Notes:**

Floating Rate Notes will bear interest at a rate determined:

- (1) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or
- (2) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (3) on such other basis as indicated in the applicable Final Terms.

The Margin (if any) relating to such floating rate will be indicated in the applicable Final Terms.

**Index Linked Notes:**

Payments of principal and/or interest in respect of Index Linked Notes will be calculated by reference to a single index or a basket of indices and/or formula or to changes in the prices of securities or commodities, or to such other factors as indicated in the applicable Final Terms.

**Credit Linked Notes, Equity Linked Notes and other structured Notes:**

Payments of principal and/or interest in respect of Credit Linked Notes, Equity Linked Notes and other structured Notes will be calculated by reference to the price, value, performance or some other factor relating to one or more Reference Assets and/or the creditworthiness of, performance of obligations by or some other factor relating to one or more Reference Entities, as set out in the applicable Final Terms. Credit Linked Notes, Equity Linked Notes and other structured Notes may be issued as Cash-Settled Notes or Physically-Settled Notes or a combination of both, as set out in the applicable Final Terms.

**Other provisions in relation to Floating Rate Notes and Variable Interest Notes:**

Floating Rate Notes and Variable Interest Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes and Variable Interest Notes in respect of each Interest Period, as agreed prior to issue by the relevant Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as indicated in the applicable Final Terms.

**Change of interest/payment basis:**

Notes may be converted from one interest and/or payment basis to another if so provided in the applicable Final Terms.

**Dual Currency Notes:**

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as indicated in the applicable Final Terms.

**Variable Notes:**

Index Linked Redemption Notes, Inflation Linked Redemption Notes, Credit Linked Redemption Notes, Equity Linked Redemption Notes, Dual Currency Notes and other Notes where the Redemption Amount is variable are referred to as "Variable Redemption Notes". Index Linked Interest Notes (together with Index Linked Redemption Notes, "Index Linked Notes"), Inflation Linked Interest Notes (together with Inflation Linked Redemption Notes, "Inflation Linked Notes"), Credit Linked Interest Notes (together with Credit Linked Redemption Notes, "Credit Linked Notes"), Equity Linked Interest Notes (together with Equity Linked Redemption Notes, "Equity Linked Notes") and other Notes (excluding Floating Rate Notes) where the rate of interest is variable are referred to as "Variable Interest Notes". Variable Redemption Notes and Variable Interest Notes are collectively referred to as "Variable Notes".

<b>Zero Coupon/Discount Notes:</b>	Zero Coupon Notes and Discount Notes will be offered and sold at a discount to their nominal amount and, in the case of Zero Coupon Notes, will not bear interest.
<b>Non-Interest Bearing Notes:</b>	Non-Interest Bearing Notes are Variable Redemption Notes which do not bear interest. Such Notes do not have a Stated Yield.
<b>Partly-Paid Notes:</b>	Notes may be issued on a partly-paid basis in which case interest will accrue on the paid-up amount of such Notes or on such other basis as may be agreed between the relevant Issuer and the relevant Dealer and indicated in the applicable Final Terms.
<b>Redemption:</b>	<p>The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default or a credit event) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity or automatically upon the occurrence of certain specified events and at a price or prices and on such other terms as may be agreed between the relevant Issuer and the relevant Dealer and indicated in the applicable Final Terms.</p> <p>The applicable Final Terms may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Final Terms.</p>
<b>Denomination of Notes:</b>	<p>Notes will be issued in such denominations as indicated in the applicable Final Terms save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency see “Certain Restrictions – Notes having a Maturity of less than one year” in this Summary.</p> <p>No sales of Restricted Notes in the United States to any one purchaser will be for less than U.S.\$100,000.</p> <p>Non principal protected Variable Notes issued by ANTS will have a minimum denomination of Euro 100,000.</p> <p>Although there is no minimum denomination for Australian Domestic Notes, the minimum subscription price for Australian Domestic Notes will be A\$500,000 (disregarding moneys lent by ANTS or its associates) unless the offer otherwise does not require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act. The issue must also comply with the Bank (Exemption) Order No. 82 promulgated under the Banking Act 1959 of the Commonwealth of Australia (to the extent applicable) (which requires all offers and any transfers which occur in Australia of Australian Domestic Notes to be for a consideration of at least A\$500,000) and any other applicable laws, regulations or directives.</p>
<b>Taxation:</b>	All payments in respect of the Notes will be made without withholding of or deduction for or on account of taxes imposed by the relevant tax jurisdiction, subject as provided in Condition 8. In the event that any such withholding or deduction is required by law, the relevant Issuer or, as the case may be, the Guarantor will, save in certain circumstances provided in Condition 8, be required to pay additional amounts to cover the amounts so deducted.
<b>Status of the Senior Notes:</b>	The Senior Notes will constitute direct, unconditional and unsecured obligations of the relevant Issuer and will rank without preference among themselves and, subject as aforesaid, <i>pari passu</i> with all other

outstanding unsecured and unsubordinated obligations of the relevant Issuer, present and future, but, in the event of insolvency, only to the extent permitted by laws relating to creditors' rights.

- Status of the Subordinated Notes:** The Subordinated Notes will be direct, unsecured, subordinated obligations of the Subordinated Issuer and will rank *pari passu* and without any preference among themselves. The rights of holders of Subordinated Notes will be subordinated in right of payment in the manner provided in the Trust Deed and as specified in Condition 3(b)(i).
- Guarantee:** The Senior Notes will be unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under such guarantee will constitute direct, unconditional and unsecured obligations of the Guarantor and will rank without any preference among themselves and, subject as aforesaid, *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Guarantor, present and future, but, in the event of insolvency, only to the extent permitted by laws relating to creditors' rights.
- Rating:** The rating of the Notes to be issued under the Programme will be specified in the applicable Final Terms.
- Listing:** Application has been made for Notes issued under the Programme to be admitted to the Official List and trading on the London Stock Exchange's Regulated Market. The Notes may also be listed on such other or further stock exchange(s) as indicated in the applicable Final Terms in relation to each Series. In particular, Australian Domestic Notes may be listed on the Australian Stock Exchange Limited.
- Unlisted Notes may also be issued.
- The applicable Final Terms will state whether or not the relevant Notes are to be listed and, if so, on which stock exchange(s).
- Governing Law:** The Notes and any non-contractual obligations arising out of or in connection therewith will be governed by, and construed in accordance with, English law except that Australian Domestic Notes will be governed by, and construed in accordance with, the laws of New South Wales, Australia.
- Selling Restrictions:** There are restrictions on the offer, sale and transfer of Notes in certain jurisdictions, including in the United States, the European Economic Area, the United Kingdom, Australia, Canada, Japan, Hong Kong, Ireland, Singapore and Poland and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes (see "Subscription and Sale and Transfer and Selling Restrictions").

*Neither the Trust Deed constituting the Notes nor the Terms and Conditions of the Notes will contain any negative pledge covenant by either of the Issuers or any events of default other than those set out in Condition 10 (which do not include, inter alia, a cross default provision).*

## RISK FACTORS

*The Issuers and the Guarantor believe that the following factors may affect their ability to fulfil their respective obligations under the Notes issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuers and the Guarantor are not in a position to express a view on the likelihood of any such contingency occurring. In addition, risk factors which are specific to the Notes are also described below.*

*The Issuers and the Guarantor believe that the factors described below represent the principal risks inherent in investing in the Notes issued under the Programme, but the inability of the Issuers and the Guarantor to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuers and the Guarantor do not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.*

*Words and expressions defined in the “Terms and Conditions of the Notes” below or elsewhere in this Prospectus have the same meanings in this section.*

### Business Risk Factors

In this context the following specific risks have been identified as areas of focus:

#### 1. Risk factors relating to the Senior Issuer

The Senior Issuer is a wholly-owned subsidiary of the Guarantor, which is an indirect wholly-owned subsidiary of Banco Santander. The principal activity of the Senior Issuer is to provide treasury, corporate and wholesale banking services. As part of this activity the Senior Issuer provides a treasury function, incorporating liquidity, funding, capital and risk management products to the Guarantor. It also provides treasury services, supplying products and risk management services for other financial services companies, and corporate banking services principally to small and medium sized UK companies. As a result, the Senior Issuer’s ability to meet and perform its obligations may be affected by any inability of third parties to perform obligations owed to the Senior Issuer.

#### 2. Risk factors relating to the Issuers, the Guarantor and the Group

The Group provides a comprehensive range of personal financial services, including savings and investments, mortgages, unsecured lending, banking, pensions, life and general insurance products to customers throughout the UK. In addition, the Group provides offshore operations in certain jurisdictions. As a result, the Guarantor’s ability to meet and perform its obligations may be affected by the performance of the Group.

#### ***The Group’s operating results, financial condition and prospects may be materially impacted by economic conditions in the UK***

The Group’s business activities are concentrated in the UK and on the offering of mortgage and savings-related products and services. As a consequence, the Group’s operating results, financial condition and prospects are significantly affected by economic conditions in the UK generally, and by the UK property market in particular. In 2008 and 2009, the UK property market suffered a significant correction as a consequence of housing demand being constrained by a combination of rising unemployment, subdued earnings growth, greater pressure on disposable income, a decline in the availability of mortgage finance and the continued effect of global market volatility. Although the UK economy began to grow again in 2009 after the recession that followed the financial crisis, the ongoing sovereign debt crisis throughout the eurozone, elevated unemployment rates and high inflation (which hit real average earnings growth and consequently consumer spending) led to slower growth in 2011. Gross domestic product fell in the final quarter of 2011 which raised the prospect of a renewed economic downturn in the UK. The Bank of England has held the base rate at a record low of 0.5% since March 2009, and announced a further quantitative easing programme in October 2011 and an extension to this in February 2012 in an effort to support economic activity. Consumer price inflation peaked at 5.2% in September 2011 falling to 3.6% in January 2012.

Adverse changes in the credit quality of the Group’s borrowers and counterparties or a general deterioration in UK or global economic conditions could reduce the recoverability and value of the



Group's assets and require an increase in the Group's level of provisions for bad and doubtful debts. Likewise, a significant reduction in the demand for the Group's products and services could negatively impact the Group's business and financial condition.

UK economic conditions and uncertainties may have an adverse effect on the quality of the Group's loan portfolio and may result in a rise in delinquency and default rates. The Group recorded impairment loss allowances on loans and advances to customers of £1,563m, £1,655m and £1,299m at 31 December, 2011, 2010 and 2009, respectively. There can be no assurance that the Group will not have to increase its provisions for loan losses in the future as a result of increases in non-performing loans or for other reasons beyond its control. Any increases in the Group's provisions for loan losses and write-offs/charge-offs could have a material adverse effect on the Group's operating results, financial condition and prospects.

As in several other economies, the UK Government has taken measures to address the exceptionally high level of national debt, including tax increases and public spending cuts. Political involvement in the regulatory process, and in the major financial institutions in which the UK Government has a direct financial interest, is set to continue. UK Government demands for financial institutions to increase lending to support the economic recovery will increase competition for deposits, potentially narrowing margins.

The combination of slow economic recovery, UK Government intervention and competition for deposits will maintain the pressure on the Group's retail business model. Credit quality could be adversely affected by a further increase in unemployment. These negative conditions in the UK, together with any related significant reduction in the demand for the Group's products and services, could have a material adverse effect on the Group's operating results, financial condition and prospects.

***The Group's operating results, financial condition and prospects may be negatively affected by conditions in global financial markets***

The extreme volatility and disruption in global capital and credit markets since 2008 has led to severe dislocation of financial markets around the world, an unprecedented reduction in available liquidity and increased credit risk premiums for many market participants. This has caused severe problems at many of the world's largest commercial banks, investment banks and insurance companies, a number of which are the Group's counterparties or customers in the ordinary course of business. These conditions have also resulted in a material reduction in the availability of financing, both for financial institutions and their customers, compelling many financial institutions to rely on central banks and governments to provide liquidity and, in some cases, additional capital during this period. Governments around the world have sought to provide this liquidity in order to stabilise financial markets and prevent the failure of financial institutions.

Although conditions have eased to some extent since 2009, the volatility of the capital and credit markets has continued and liquidity problems remain, exacerbated recently by fears concerning the financial health of a number of European governments. Greece and other eurozone economies came under increased pressure in 2011, with concerns focused on the sustainability of their sovereign debt. These continuing sovereign debt concerns and the related fiscal deterioration in eurozone economies may continue to accentuate the existing disruption in the capital and credit markets. The continuing market instability and reduction of available credit have contributed to lower consumer confidence, increased market volatility, increased funding costs, reduced business activity and, consequently, increasing commercial and consumer loan delinquencies, and market value declines on debt securities held by the Group, all of which could have a material adverse effect on the Group's operating results, financial condition and prospects.

***The Group may suffer adverse effects as a result of the ongoing economic and sovereign debt crisis in the eurozone***

The financial health of a number of European governments was shaken by a sovereign debt crisis that escalated throughout 2011, contributing to volatility of the capital and credit markets. The sustainability of the sovereign debt of Greece and certain other eurozone economies remains uncertain.

The risk of contagion throughout and beyond the eurozone remains. A significant number of financial institutions throughout Europe have substantial exposures to sovereign debt issued by nations which are under considerable financial pressure. Should any of those nations default on their debt, or experience a significant widening of credit spreads, major financial institutions and banking

systems throughout Europe could be destabilised, resulting in the further spread of the ongoing economic crisis. Although the Group conducts the majority of its business in the UK, it has some limited direct and indirect exposure to financial and economic conditions throughout the eurozone economies. In addition, general financial and economic conditions in the UK, which directly affect the Group's operating results, financial condition and prospects, may deteriorate as a result of conditions in the eurozone.

While authorities throughout the European Union continue to work towards developing a political structure or economic plan to address the fiscal instability of certain eurozone nations, the ongoing economic crisis has increased the risk of a break-up of the eurozone. A break-up of the eurozone could have a dramatic impact on the whole financial sector, creating new challenges in sovereign and corporate lending and resulting in significant disruptions in financial activities at both the market and retail levels.

Furthermore, concerns that the eurozone sovereign debt crisis could worsen may lead to the reintroduction of national currencies in one or more eurozone countries or possibly the abandonment of the euro. The departure or risk of departure from the euro by one or more eurozone countries and/or the abandonment of the euro as a currency could have major negative effects on both existing contractual relations and the fulfilment of obligations by the Group and/or customers of the Group, which would have a significant negative impact on the activity, operating results and capital and financial position of the Group.

***The Group's risk management measures may not be successful***

The management of risk is an integral part of all of the Group's activities. Risk constitutes the Group's exposure to uncertainty and the consequent variability of return. Specifically, risk equates to the adverse effect on profitability or financial condition arising from different sources of uncertainty including credit risk (retail, wholesale and corporate), market risk, operational risk, securitisation risk, non-traded market risk, concentration risk, liquidity and funding risk, reputational risk, strategic risk, pension obligation risk, residual value risk and regulatory risk. The Group seeks to monitor and manage its risk exposure through a variety of separate but complementary financial, credit, market, operational, compliance and legal reporting systems. While the Group employs a broad and diversified set of risk monitoring and risk mitigation techniques, such techniques, and the judgments that accompany their application, cannot anticipate every unfavourable event or the specifics and timing of every outcome. Accordingly, the Group's ability to successfully identify and balance risks and rewards, and to manage all material risks, is important. Failure to manage such risks appropriately could have a significant effect on the Group's operating results, financial condition and prospects. For example, failure to manage the credit risk (retail) associated with mortgage lending could result in the Group making mortgage loans outside of appropriate risk parameters and potentially resulting in higher levels of default or delinquency on the Group's mortgage loan assets.

***The Group has a significant exposure to the UK real estate market.***

The residential mortgage loan portfolio is one of the Group's principal assets, comprising 85% of its loan portfolio as of 31 December 2011. As a result, the Group is highly exposed to developments in the residential property market in the UK.

From 2002 to 2006, demand for housing and mortgage finance in the UK increased significantly driven by, among other things, sustained economic growth, declining unemployment rates, restrictions on new residential property building, demographic trends and the increasing prominence of London as an international financial centre. During 2007, the housing market began to adjust in the UK as a result of deteriorating affordability, slower real income growth and some reduction in credit availability.

From 2007, economic growth stalled, recession hit and unemployment rose in the UK and as a consequence housing demand decreased and credit availability reduced. Real estate prices declined and mortgage delinquencies increased. This adversely affected the credit performance of real estate-related exposures, in residential mortgages and also loans to the real estate sector by Corporate Banking. These property market conditions may continue to affect consumer confidence levels and cause further adverse movements in real estate markets. In turn this may cause adverse changes in repayment patterns, causing increases in delinquencies and default rates, which may impact the Group's provision for credit losses and write-offs/charge-offs. Trends such as these could have a material adverse effect on the Group's operating results, financial condition and prospects.

***Risks concerning borrower credit quality are inherent in the Group's business***

Risks arising from changes in credit quality and the recoverability of loans and amounts due from borrowers and counterparties are inherent in a wide range of the Group's businesses. Adverse changes in the credit quality of the Group's borrowers and counterparties, as a result of a general deterioration in UK or global economic conditions, or arising from systemic risks in the financial systems, could reduce the recoverability and value of the Group's assets and require an increase in the Group's level of provisions for bad and doubtful debts.

The Group estimates and establishes reserves for credit risks and potential credit losses inherent in its credit exposure. This process, which is critical to its results and financial condition, requires difficult, subjective and complex judgements, including forecasts of how these economic conditions might impair the ability of its borrowers to repay their loans. As is the case with any such assessments, the Group may fail to estimate accurately the impact of factors that it identifies. Any such failure may have a material adverse impact on the Group's operating results, financial condition and prospects.

***The soundness of other financial institutions could materially and adversely affect the Group's business***

The Group's ability to engage in routine funding transactions could be adversely affected by the actions and commercial soundness or perceived commercial soundness of other financial institutions. Financial services institutions are interrelated as a result of trading, clearing, counterparty or other relationships. The Group has exposure to many different industries and counterparties, and routinely executes transactions with counterparties in the financial industry, including brokers and dealers, commercial banks, investment banks, mutual funds and other institutional clients. Defaults by, or even rumours or questions about, one or more financial services institutions, or the financial services industry generally, can lead to market-wide liquidity problems and could result in losses for the Group or other institutions as well as increased funding costs. Many transactions expose the Group to credit risk in the event of default of the Group's counterparty or client. In addition, the Group's credit risk may be exacerbated when the collateral held by the Group cannot be realised or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure due to the Group. There is no assurance that any such losses would not materially and adversely affect the Group's operating results, financial condition and prospects.

***Risks associated with liquidity and funding are inherent in the Group's business***

Liquidity risk is the risk that the Group, although solvent, either does not have available sufficient financial resources to enable it to meet its obligations as they fall due or can secure them only at excessive cost. This risk is inherent in any retail and commercial banking business and can be heightened by a number of enterprise-specific factors, including over-reliance on a particular source of funding, changes in credit ratings or market-wide phenomena such as market dislocation. While the Group has implemented liquidity management processes to seek to mitigate and control these risks, unforeseen systemic market factors in particular make it difficult to eliminate completely these risks. Adverse and continued constraints in the supply of liquidity, including inter-bank lending, has affected and may materially and adversely affect the cost of funding the Group's business, and extreme liquidity constraints may affect the Group's current operations as well as limit growth possibilities. Such events may also have a material adverse effect on the market value and liquidity of bonds issued by the Group in the secondary markets. The prime residential mortgage securitisation and covered bond primary and secondary markets, which are important sources of funding for the Group, continue to experience severe disruptions as a result of constrained liquidity and a material reduction in investor demand for these securities. Global investor confidence also remains low and other forms of wholesale funding remain relatively scarce.

Continued or worsening disruption and volatility in the global financial markets could have a material adverse effect on the Group's ability to access capital and liquidity on financial terms acceptable to it. The Group's cost of obtaining funding is directly related to prevailing market interest rates and to its credit spreads. Credit spreads are the amount in excess of the interest rate of Government benchmark securities, of the same maturity that the Group needs to pay to its funding providers. Increases in interest rates and its credit spreads can significantly increase the cost of the Group's funding. Changes in the Group's credit spreads are market-driven, and may be influenced by market perceptions of its creditworthiness. Changes to interest rates and its credit spreads occur continuously and may be unpredictable and highly volatile.

If wholesale markets financing ceases to become available, or becomes excessively expensive, the Group may be forced to raise the rates it pays on deposits with a view to attracting more customers,

and/or to sell assets, potentially at depressed prices. While central banks around the world have made coordinated efforts to increase liquidity in the financial markets by taking measures such as increasing the amounts they lend directly to financial institutions, lowering interest rates and significantly increasing temporary reciprocal currency arrangements (or swap lines), it is not known how long central bank schemes will continue or on what terms. The Bank of England's Special Liquidity Scheme was not extended when it expired at the end of January 2012. Although there are no indications from the Monetary Policy Committee that policy interest rates are likely to be raised in the near future, and financial markets do not expect rates to rise in 2012, it always remains possible that the Bank of England might raise interest rates in the near term, thereby increasing the cost of the Group's funding. The persistence or worsening of these adverse market conditions and the withdrawal of such central bank schemes or an increase in base interest rates, could have a material adverse effect on the Group's ability to access liquidity and cost of funding (whether directly or indirectly).

The Group relies, and will continue to rely, primarily on commercial deposits to fund lending activities. The ongoing availability of this type of funding is sensitive to a variety of factors outside the Group's control, such as general economic conditions and the confidence of commercial depositors in the economy, in general, and the financial services industry in particular, and the availability and extent of deposit guarantees, as well as competition between banks for deposits. Any of these factors could significantly increase the amount of commercial deposit withdrawals in a short period of time, thereby reducing the Group's ability to access commercial deposit funding on appropriate terms, or at all, in the future. If these circumstances were to arise, this could have a material adverse effect on the Group's operating results, financial condition and prospects.

***Any reduction in the credit rating assigned to the Group, any member of the Group or to any of their respective debt securities would be likely to increase the Group's cost of funding, require additional collateral to be placed and adversely affect its interest margins and liquidity position***

Credit ratings affect the cost and other terms upon which the Group is able to obtain funding. Rating agencies regularly evaluate the Group and certain members of the Group, as well as their respective debt securities. Their ratings are based on a number of factors, including the financial strength of the Group or of the relevant member, as well as conditions affecting the financial services industry generally. There can be no assurance that the rating agencies will maintain the Group's or the relevant member's current ratings or outlook, or with regard to those rating agencies who may have a negative outlook on the Group, there can be no assurances that such agencies will revise such outlooks upwards, especially in light of the difficulties in the financial services industry and the financial markets. Any reduction in those ratings and outlook would be likely to increase the cost of the Group's funding, limit access to capital markets, and require additional collateral to be placed, and consequently, adversely affect the Group's interest margins and/or affect its liquidity position. For example, a ratings downgrade could adversely affect the Group's ability to sell or market certain of its products, such as subordinated securities, engage in certain longer-term and derivatives transactions and retain its customers, particularly those who look for a minimum rating threshold in order to invest. This, in turn, could reduce the Group's liquidity and have an adverse effect on the Group's operating results, financial condition and prospects.

#### ***Use of credit ratings assigned to Santander UK and ANTS***

The long-term and short-term issuer credit ratings of Santander UK and ANTS are provided in this Prospectus for information purposes only. Investors should note that a credit rating assigned to either Santander UK or ANTS may not reflect the potential impact of all of the risks related to the structure, market and type of return and may affect the value of the Notes. Any rating agency may lower its ratings or withdraw its rating if, in the sole judgement of the rating agency, the credit quality of either Santander UK or ANTS has declined or is in question. In addition, at any time any rating agency may revise its relevant rating methodology with the result that, amongst other things, any rating assigned to either Santander UK or ANTS may be lowered. If any rating assigned to either the Santander UK or ANTS is lowered or withdrawn, the secondary market value of the Notes may reduce. A rating is not a recommendation to buy, sell or hold any Notes and may be subject to suspension or withdrawal (or, as noted above, revision) at any time. Each rating agency may have different criteria for evaluating risk, and therefore each rating should be evaluated independently of any other rating.

### ***Rating Under Review***

The credit rating of ANTS is closely aligned with the credit rating of Santander UK due to the nature of the relationship between the entities. Any change in the rating of Santander UK may, therefore, result in a corresponding change to the rating of ANTS.

Since 21 February 2012, the long-term credit rating of ANTS and Santander UK has been subject to a “Rating Under Review” designation by Moody’s. This indicates that each of ANTS and Santander UK may have one or more ratings under review for possible change and thus overrides any outlook designation that may previously have been given by Moody’s. Accordingly, Moody’s may downgrade the long-term rating of ANTS and/or Santander UK within three months of 21 February 2012. Furthermore, any downgrade of Santander UK could result in a review of, and subsequently downgrade of, ANTS’s credit rating. Prospective investors should note, however, that ratings assigned by rating agencies reflect their opinion on credit risk, which is only one aspect of an investment decision in the Notes. Ratings are subject to change.

### ***Fluctuations in interest rates, bond and equity prices and other market factors are inherent in the Group’s business***

The Group faces significant interest rate and bond and equity price risks. Fluctuations in interest rates could adversely affect the Group’s operations and financial condition in a number of different ways. An increase in interest rates generally may decrease the relative value of the Group’s fixed rate loans and raise the Group’s funding costs, although such an increase would be offset to some extent by an increase in income from variable rate loans. Such an increase could also generally decrease the relative value of fixed rate debt securities in the Group’s securities portfolio. In addition, an increase in interest rates may reduce overall demand for new loans and increase the risk of customer default, while general volatility in interest rates may result in a gap between the Group’s interest rate-sensitive assets and liabilities. Interest rates are sensitive to many factors beyond the Group’s control, including the policies of central banks, and, in particular, the Bank of England, as well as domestic and international economic conditions and political factors. It remains difficult to predict any changes in economic or financial market conditions.

Continued declines in housing markets over the past four years have adversely affected the credit performance of real estate-related loans and resulted in write-downs of asset values by many financial institutions (including the Group). These write-downs, initially of asset-backed securities but spreading to other securities and loans, have caused many financial institutions to seek additional capital, to reduce or eliminate dividends, to merge with larger and stronger institutions and, in some cases, to fail. Reflecting concern about the stability of the financial markets generally and the strength of counterparties, many lenders and institutional investors have reduced funding to borrowers, including to other financial institutions. As a result of these market forces, volatility in interest rates and basis spreads has increased, which has increased the Group’s borrowing costs.

Any further increase in wholesale funding costs or deposit rates could precipitate a re-pricing of loans to customers, which could result in a reduction of volumes, and could also have an adverse effect on the Group’s interest margins. While the Group would also expect to increase lending rates, there can be no assurance that it would be able to offset in full or at all its funding costs and, in addition, may face competitive pressure to pass on interest rate rises to retain existing and attract new customer deposits.

The Group also sponsors a number of defined benefit staff pension schemes, and its obligations to those schemes may increase depending on the performance of financial markets. Although the Group is taking measures to mitigate and control the effects of these conditions, there can be no assurances that such controls will insulate the Group from deteriorating market conditions.

### ***Currency fluctuations may adversely affect the Group’s operating results, financial condition and prospects***

The Group is exposed to risk from fluctuations in exchange rates for currencies, particularly the US dollar and the euro. In particular, a substantial portion of the Group’s outstanding debt is denominated in currencies other than the British pound sterling, which is the primary currency of the Group’s financial reporting. The Group’s capital is also stated in pound sterling and it does not fully hedge its capital position against changes in currency exchange rates. Although the Group seeks to hedge most of its currency risk through hedging and purchase of cross-currency swaps, these hedges do not eliminate currency risk and the Group can make no assurance that it will not suffer adverse financial consequences as a result of currency fluctuations. Significant exchange rate volatility and the depreciation of the pound sterling in particular could have an adverse impact on the Group’s results

of operations and its ability to meet its US dollar and euro-denominated obligations, and could have a material adverse effect on the Group's operating results, financial condition and prospects.

***Market conditions have resulted, and could result in the future, in material changes to the estimated fair values of financial assets of the Group. Negative fair value adjustments could have a material adverse effect on the Group's operating results, financial condition and prospects***

In the past four years, financial markets have been subject to significant stress resulting in steep falls in perceived or actual financial asset values, particularly due to the recent volatility in global financial markets and the resulting widening of credit spreads.

The Group has material exposures to securities and other investments that are recorded at fair value and are therefore exposed to potential negative fair value adjustments. Asset valuations in future periods, reflecting then prevailing market conditions, may result in negative changes in the fair values of the Group's financial assets and these may also translate into increased impairments. In addition, the value ultimately realised by the Group on disposal may be lower than the current fair value. Any of these factors could require the Group to record negative fair value adjustments, which may have a material adverse effect on its operating results, financial condition or prospects.

In addition, to the extent that fair values are determined using financial valuation models, such values may be inaccurate or subject to change, as the data used by such models may not be available or may become unavailable due to changes in market conditions, particularly for illiquid assets, and particularly in times of economic instability. In such circumstances, the Group's valuation methodologies require it to make assumptions, judgments and estimates in order to establish fair value, and reliable assumptions are difficult to make and are inherently uncertain and valuation models are complex, making them inherently imperfect predictors of actual results. Any consequential impairments or write-downs could have a material adverse effect on the Group's operating results, financial condition and prospects.

***A core strategy of Santander UK is to grow the Group's operations and it may not be able to manage such growth effectively, which could have an adverse impact on its profitability***

The Group allocates management and planning resources to develop strategic plans for organic growth, and to identify possible acquisitions and disposals and areas for restructuring the Group's businesses. The Group cannot provide assurance that it will, in all cases, be able to manage its growth effectively or deliver its strategic growth objectives. Challenges that may result from the strategic growth decisions include the Group's ability to:

- manage efficiently the operations and employees of expanding businesses;
- maintain or grow its existing customer base;
- assess the value, strengths and weaknesses of investment or acquisition candidates;
- finance strategic investments or acquisitions;
- fully integrate strategic investments, or newly established entities or acquisitions in line with its strategy;
- align its current information technology systems adequately with those of an enlarged Group;
- apply its risk management policy effectively to an enlarged Group; and
- manage a growing number of entities without over-committing management or losing key personnel.

Any failure to manage growth effectively, including relating to any or all of the above challenges associated with the Group's growth plans, could have a material adverse effect on the Group's operating results, financial condition and prospects.

***The Group may incur unanticipated losses related to its business combinations***

The Group has made several recent business acquisitions, including the acquisition of A&L in 2009 and the retail deposits, branch network and related employees of Bradford & Bingley in September 2008. In October and November 2010, the Guarantor also acquired the following Banco Santander entities:

- Santander Cards Limited, Santander Cards UK Limited (and its subsidiaries) and Santander Cards Ireland Limited;
- Santander Consumer (UK) plc (of which Santander UK already held 49.9%); and

- Santander PB UK (Holdings) Limited (of which Santander UK already held 51%) and its subsidiaries)

In addition, in August 2010 the Guarantor reached an agreement to acquire those parts of the banking business of the Royal Bank of Scotland Group which are carried out through its Royal Bank of Scotland branches in England and Wales and its NatWest branches in Scotland (the “RBS Acquisition”) upon completion of the acquisition.

The Group’s assessment of the businesses acquired in October and November 2010 and to be acquired under the RBS Acquisition is based on certain assumptions with respect to operations, profitability, asset quality and other matters that may prove to be incorrect. In the case of the RBS Acquisition, this assessment was also based on limited information, as there were no standalone audited financial statements in respect of the relevant assets. There can be no assurance that the Group will not be exposed to currently unknown liabilities resulting from these business combinations. Any unanticipated losses or liabilities could have a material adverse effect on the Group’s operating results, financial condition and prospects.

***The Group may fail to realise the anticipated benefits of its recent or proposed business combinations***

The success of the Group’s business combinations will depend, in part, on the Group’s ability to realise the anticipated benefits from combining with the businesses of A&L, Bradford and Bingley, those acquired in October and November 2010 and the assets to be acquired under the RBS Acquisition, with the Group’s business. It is possible that the integration process could take longer or be more costly than anticipated. The eventual integration of the assets to be acquired under the RBS Acquisition is dependent upon, among other things, the successful transition to Partenon (the proprietary IT platform used by the Banco Santander Group). Any delay could result in additional costs to the Group and mean that the Group does not receive the full benefit anticipated from such acquisition. The Group’s efforts to integrate these businesses are also likely to divert management attention and resources. If the Group takes longer than anticipated or is not able to integrate these businesses, the anticipated benefits of the Group’s business combinations may not be realised fully or at all. Any failure to realise all or any of the anticipated benefits of these business combinations could have a material adverse effect on the Group’s operating results, financial condition and prospects.

***Goodwill impairments may be required in relation to certain of the Group’s acquired businesses***

The Group has made business acquisitions in recent years and will acquire certain assets under the RBS Acquisition. It is possible that the goodwill which has been attributed, or will be attributed, to these businesses may have to be written-down if the Guarantor’s valuation assumptions are required to be reassessed as a result of any deterioration in their underlying profitability, asset quality and other relevant matters. In 2011 there was a £60 million impairment related to Cater Allen Private Bank as a result of a reassessment of the value of certain parts of the business in light of recent market conditions and regulatory developments. Impairment testing in respect of goodwill is performed annually, more frequently if there are impairment indicators present, and comprises a comparison of the carrying amount of the cash-generating unit with its recoverable amount. There can be no assurances that the Guarantor will not have to write down the value attributed to goodwill in the future, which would adversely affect the Group’s results and net assets.

***The Group’s business is conducted in a highly competitive environment***

The market for UK financial services is highly competitive and the recent financial crisis has reshaped the banking landscape in the UK, reinforcing both the importance of a retail deposit funding base and strong capitalisation. The Group expects such competition to intensify in response to consumer demand, technological changes, the impact of consolidation regulator actions and other factors. If financial markets remain unstable, financial institution consolidation may continue (whether as a result of the UK Government taking ownership and control over other financial institutions in the UK or otherwise). Financial institution consolidation could also result from the UK Government disposing of its stake in those financial institutions it currently controls. Such consolidation could adversely affect the Group’s operating results, financial condition and prospects. The potential increase in competition could result in declining lending margins or competition for savings driving up funding costs that cannot be recovered from borrowers, all of which could adversely affect the Group’s operating results, financial condition and prospects.

In addition, if the Group’s customer service levels were perceived by the market to be materially below those of its UK competitor financial institutions, the Group could lose existing and potential

new business. If the Group is not successful in retaining and strengthening customer relationships, it may lose market share, incur losses on some or all of its activities or fail to attract new deposits or retain existing deposits, which could have a material adverse effect on its operating results, financial condition and prospects.

***Operational risks are inherent in the Group's business***

Operational Risk losses can result from many actions, including fraud, criminal acts, errors by employees, employee misconduct, unauthorised breaches of authorities, failure to document transactions properly or to obtain proper authorisation, failure to comply with regulatory requirements and conduct of business rules, failure or breakdown of accounting, data processing and other record keeping systems, natural disasters, or failure or breakdown of external systems, including those of the Group's suppliers or counterparties. Such operational losses could have a material adverse effect on the Group's operating results, financial condition and prospects.

Nothing in this risk factor should be taken to imply that any of the Issuers or the Guarantor would be unable to comply with their obligations as a company with securities admitted to the Official List or as a supervised firm Regulated by the FSA.

***The Group relies on recruiting, retaining and developing appropriate senior management and skilled personnel***

The Group's continued success depends in part on the continued service of key members of its management team. The ability to continue to attract, train, motivate and retain highly qualified professionals is a key element of the Group's strategy. The successful implementation of the Group's growth strategy depends on the availability of skilled management, both at its head office and at each of its business units. If the Guarantor or one of its business units or other functions fails to staff their operations appropriately or loses one or more of its key senior executives, and fails to replace them in a satisfactory and timely manner, its operating results, financial condition and prospects, including control and operational risks, may be adversely affected. Likewise, if the Group fails to attract and appropriately train, motivate and retain qualified professionals, its business may be affected.

***Reputational risk could cause harm to the Group and its business prospects***

The Group's ability to attract and retain customers and conduct business transactions with its counterparties could be adversely affected to the extent that its reputation, the reputation of Banco Santander (as the majority shareholder in Santander UK) or the reputation of affiliates operating under the Santander brand or any of its other brands is damaged. Failure to address, or appearing to fail to address, various issues that could give rise to reputational risk could cause harm to the Group and its business prospects. Reputational issues include, but are not limited to: appropriately addressing potential conflicts of interest; legal and regulatory requirements; ethical issues; adequacy of anti-money laundering processes; privacy issues; customer service issues; record-keeping; sales and trading practices; proper identification of the legal, reputational, credit, liquidity and market risks inherent in products offered; and general company performance (including the quality of the Guarantor's customer services). A failure to address these issues appropriately could make customers unwilling to do business with the Group, which could adversely affect its operating results, financial condition and prospects.

***Legislative, regulatory and governmental oversight and current banking reform initiatives and requirements could have a material adverse effect on the Group***

The Group is subject to extensive financial services laws, regulations, administrative actions and policies in each location in which the Group operates (including in the U.S. and, indirectly, in Spain, as a result of being part of the Banco Santander Group).

During the recent market turmoil there have been unprecedented levels of government and regulatory intervention and scrutiny and changes to the regulations governing financial institutions and the conduct of business. In addition, in light of the financial crises, regulatory and governmental authorities are considering, or may consider, further enhanced or new legal or regulatory requirements intended to prevent future crises or otherwise assure the stability of institutions under their supervision. It is anticipated that this intensive approach to supervision will be continued by any successor regulatory authorities to the FSA.

Recent proposals and measures taken by governmental, tax and regulatory authorities and future changes in supervision and regulation, in particular in the UK, which are beyond the Group's control, could materially affect the Group's business, the value of assets and the Group's operations,



and could result in significant increases in operational costs. Products and services offered by the Group could also be affected. The FSA is taking a more intrusive approach in respect of financial products and this power will be further enhanced with the introduction of the successor conduct regulatory authority to the FSA. Changes in UK legislation and regulation to address the stability of the financial sector may also affect the competitive position of the UK banks, including the Guarantor, particularly if such changes are implemented before international consensus is reached on key issues affecting the industry, for instance in relation to the FSA's regulations on liquidity risk management and also the UK Government's introduction of the bank levy. Although the Group works closely with its regulators and continually monitors the situation, future changes in law, regulation, fiscal or other policies can be unpredictable and are beyond the control of the Group. No assurance can be given generally that laws or regulations will be adopted, enforced or interpreted in a manner that will not have an adverse effect on the Group's business.

On 16 June, 2010, the Chancellor of the Exchequer announced the creation of the Independent Commission on Banking (the "ICB"), chaired by Sir John Vickers. The ICB was asked to consider structural and related non-structural reforms to the UK banking sector to promote financial stability and competition, and to make recommendations to the Government by the end of September 2011. The ICB gave their recommendations on 12 September, 2011 and proposed: (i) implementation of a retail ring fence, (ii) increased capital requirements and (iii) improvement of competition. The Government published their response to the ICB recommendations on 19 December, 2011, broadly endorsing them. A consultation paper is due in Spring 2012 setting out detailed proposals for the implementation of the ICB recommendations. Implementation of the proposals may require the Group to make changes to its structure and business. In addition, the resolution of a number of issues, including regulatory investigations and reviews and court cases, affecting the UK financial services industry could have an adverse effect on the Group's operating results, financial condition and prospects, or its relations with its customers and potential customers.

***The Group is subject to regulatory capital and liquidity requirements that could limit its operations, and changes to these requirements may further limit and adversely affect its operating results, financial condition and prospects***

The Group is subject to capital adequacy requirements adopted by the FSA for banks, which provide for a minimum ratio of total capital to risk-adjusted assets both on a consolidated basis and on a solo consolidated basis (the basis used by the FSA solely for the purpose of the calculation of capital resources and capital resources requirements, which comprises the Guarantor and certain subsidiaries), expressed as a percentage. Any failure by the Group to maintain its ratios may result in administrative actions or sanctions which may affect the Group's ability to fulfil its obligations.

In response to the recent financial crisis, the FSA has imposed, and may continue to impose, more stringent capital adequacy requirements, including increasing the minimum regulatory capital requirements imposed on the Group. For instance, the FSA has adopted a supervisory approach in relation to certain UK banks, including the Guarantor, under which those banks are expected to maintain Tier 1 Capital in excess of the minimum levels required by the existing rules and guidance of the FSA. The FSA is currently considering, and in the process of consulting on, changes to the eligibility criteria for Tier 1 Capital as well as provisions that may result in banks being required to increase the level of regulatory capital held in respect of trading book risks. This consultation is taking place ahead of the UK implementation of the recent amendments and proposed amendments to the EU-wide capital adequacy requirements (as set out in the amended Directive 2006/48/EC and Directive 2006/49/EC, collectively referred to as the 'Capital Requirements Directive').

On 5 October, 2009, the FSA published its new liquidity rules which significantly broadened the scope of the existing liquidity regime. These are designed to enhance regulated firms' liquidity risk management practices. As part of these reforms, the FSA has implemented requirements for financial institutions to hold prescribed levels of specified liquid assets and have in place other sources of liquidity to address the institution-specific and market-wide liquidity risks that institutions may face in short-term and prolonged stress scenarios.

On 16 December, 2010 and 13 January, 2011, the Basel Committee on Banking Supervision issued its final guidance on a number of fundamental reforms to the regulatory capital framework intended to strengthen minimum capital requirements (referred to as Basel III). The changes in Basel III include, among other things, phasing out Innovative Tier 1 Capital instruments with incentives to redeem and implementing a leverage ratio on institutions in addition to current risk-based regulatory capital requirements. As essentially a retail bank lending mostly on secured residential mortgages, the

Guarantor's current leverage ratio is high, reflecting the low risk-weighting of its assets. Basel III also requires institutions to build counter-cyclical capital buffers that may be drawn upon in stress scenarios, as well as increasing the amount and quality of Tier 1 Capital that institutions are required to hold. The changes brought about by Basel III will be phased in gradually between January 2013 and January 2019. The most recent Basel capital rules have raised the minimum level of tangible common equity capital from 2 to 7 per cent. of risk-weighted assets, however it is not yet known whether the FSA will require UK banks to hold a further buffer above this level.

Regulators in the UK and world-wide have produced a range of proposals for future legislative and regulatory changes which could force the Group to comply with certain operational restrictions or take steps to raise further capital, or could increase the Group's expenses, or otherwise adversely affect its operating results, financial condition and prospects. These include:

- the introduction of recovery and resolution planning requirements (popularly known as 'living wills') for banks and other financial institutions as contingency planning for the failure of a financial institution that may affect the stability of the financial system;
- implementation of the Financial Services Act 2010, which enhances the FSA's disciplinary and enforcement powers;
- the introduction of more regular and detailed reporting obligations; and
- a proposal in the ICB recommendations to require large UK retail banks to hold a minimum Core Tier 1 to risk-weighted assets ratio of at least 10 per cent., which is, broadly, 3 per cent. higher than the minimum capital levels required under Basel III.

These measures could have a material adverse effect on the Group's operating results, financial condition and prospects. There is a risk that changes to the UK capital adequacy regime (including any introduction of a minimum leverage ratio) may result in increased minimum capital requirements, which could reduce available capital and thereby adversely affect the Group's profitability and ability to pay dividends, continue organic growth (including increased lending) or pursue acquisitions or other strategic opportunities (unless the Group were to restructure its balance sheet in order to reduce the capital charges incurred pursuant to the FSA's rules in relation to the assets held, or alternatively raise additional capital but at increased cost and subject to prevailing market conditions). In addition, changes to the eligibility criteria for Tier 1 Capital may affect the Group's ability to raise Tier 1 Capital or the eligibility of existing Tier 1 Capital resources.

There is also a risk that implementing and maintaining enhanced liquidity risk management systems may incur significant costs and more stringent requirements to hold liquid assets may materially affect the Group's lending business as more funds may be required to acquire or maintain a liquidity buffer, thereby reducing future profitability.

***UK tax changes (including the UK bank levy) could have a material adverse effect on the Group's business***

HM Treasury has introduced a new and permanent bank levy due via legislation in the Finance Act 2011. The UK bank levy is imposed on (amongst other entities) UK banking groups and subsidiaries, and therefore applies to the Group. The amount of the bank levy is based on a bank's total liabilities, excluding (amongst other things) Tier 1 Capital, insured retail deposits and repos secured on sovereign debt. A reduced rate is applied to longer-term liabilities.

HM Treasury has emphasised that the bank levy will not be regarded as insurance against future bank failures and that it is exploring the costs and benefits of imposing a financial activities tax on the profits and remuneration of banking groups. As forecast 2011 receipts from the bank levy are expected to fall short of the £2.5 billion target, bank levy rates were increased by 12.8% from 1 January, 2012.

The UK bank levy, and possible future changes in the taxation of banking groups in the European Union, could have a material adverse effect on the Group's operating results, financial condition and prospects, and the competitive position of UK banks, including the Guarantor.

***The Group is exposed to various forms of legal and regulatory risk, including the risk of mis-selling financial products, acting in breach of legal or regulatory principles or requirements and giving negligent advice, any of which could have a material adverse effect on its operating results, financial condition and prospects or its relations with its customers***

The Group is exposed to many forms of legal and regulatory risk, which may arise in a number of ways. Primarily:

- certain aspects of the Group's business may be determined by the Bank of England, the FSA, HM Treasury, the Financial Ombudsman Service ("FOS") or the courts as not being conducted in accordance with applicable laws or regulations, or, in the case of the FOS, with what is fair and reasonable in the Ombudsman's opinion;
- the alleged mis-selling of financial products, resulting in disciplinary action or requirements to amend sales processes, withdraw products, or provide restitution to affected customers, all of which may require additional provisions;
- the Group holds accounts for entities that might be or are subject to interest from various regulators, including the Serious Fraud Office, those in the US and others. The Group is not aware of any current investigation into the Group as a result of any such enquiries but cannot exclude the possibility of the Group's conduct being reviewed as part of any such investigations; and
- the Group may be liable for damages to third parties harmed by the conduct of its business.

The FSA carries out regular and frequent reviews of the conduct of business by financial institutions including banks. An adverse finding by the regulator could result in the need for extensive changes in systems and controls, business policies, and practices coupled with customer redress, fines and reputational damage.

In addition, the Group faces both financial and reputational risk where legal or regulatory proceedings, or the FOS, or other complaints are brought against it in the UK High Court or elsewhere, or in jurisdictions outside the UK, including other European countries and the United States.

Failure to manage these risks adequately could have a material adverse effect on the Group's reputation, its operating results, financial condition and prospects.

***The structure of the financial regulatory authorities in the UK and the UK regulatory framework that applies to members of the Group is the subject of reform and reorganisation***

The UK Government announced proposals in June 2010 to reform the institutional framework for UK financial regulation. Specifically, the UK Government intends to replace the FSA with two new successor bodies.

In July 2010 and February 2011, HM Treasury published consultations on proposals to replace the FSA with a new Prudential Regulation Authority (the "PRA"), which will be responsible for micro-prudential regulation of financial institutions that manage significant risks on their balance sheets, and a new Financial Conduct Authority (the "FCA") which will be responsible for regulation of conduct of business. HM Treasury proposes, amongst other things, that the FCA will have product intervention powers, and that cooperation will exist between the FCA and the FOS, particularly where issues identified potentially have wider implications. Draft guidance has also been published on how the FCA and PRA will interact.

In June 2011 HM Treasury published a further consultation document, including a draft Bill, which reiterates the proposals to replace the FSA with the PRA and the FCA and suggests that the regulatory approach under the new regime will be more intrusive than the existing regime and will challenge business models and governance culture in particular. HM Treasury intends that the Bill will become law by the end of 2012, with the new regime intended to come into effect in 2013. To prepare for this change, the FSA will be adopting a 'twin peaks' model internally and will have two supervisors; one focusing on prudential matters and the other on conduct.

Substantial reorganisation of the regulatory framework has the potential to cause administrative and operational disruption for the regulatory authorities concerned. This disruption could impact on the resources which the FSA or the successor authorities are able to devote to the supervision of regulated financial services firms, the nature of their approach to supervision and accordingly, the ability of regulated financial sector firms (including members of the Group) to deal effectively with their supervisors and to anticipate and respond appropriately to developments in regulatory policy.

It is anticipated that future changes in the nature of, or policies for, prudential and conduct of business supervision, as performed by the successor authorities to the FSA, will differ from the current approach taken by the FSA and that this could lead to a period of some uncertainty for members of the Group. The Financial Services Bill which has been put before Parliament, not only details proposals for the creation of the FCA and PRA, but also contains provisions enabling

consumer credit regulation to be transferred from the Office of Fair Trading (“OFT”) to the FCA. This decision will be subject to further consultation. Should this change occur, its introduction will bring about another reform to the institutional framework.

No assurance can be given that there will not be further changes to the regulatory regime applying either: (i) in the UK generally; (ii) to the Group’s particular business sectors in the market; or (iii) specifically in relation to the Group. Any or all of these factors could have a material adverse effect on the conduct of the business of the Group, its strategy and profitability, and its ability to respond to, and to satisfy the supervisory requirements of, the relevant UK regulatory authorities.

***Various reforms to the mortgage lending market have been proposed which could require significant implementation costs or changes to the business strategy of the Group***

In March 2009, the Turner Review, “A regulatory response to the global banking crisis”, was published and set out a detailed analysis of how the global financial crisis began along with a number of recommendations for future reforms and proposals for consultation. In the Turner Review, it was announced that the FSA would publish a discussion paper considering the possibility of a move towards the regulation of mortgage products (in addition to the product providers) and other options for reform of the mortgage market. This discussion paper (Discussion Paper 09/3) was published in October 2009 and launched the FSA’s Mortgage Market Review (“MMR”). The review involved a consultation concerning various potential reforms to the regulatory framework applicable to mortgage lenders and mortgage intermediaries, including mortgage firms’ conduct of business, product distribution and advice, and their handling of arrears and repossessions.

Separately, in January 2011, HM Treasury announced a package of measures with the aim of enhancing consumer protection in the mortgage market. The measures provide for the transfer of the regulation of new and existing second charge residential mortgages from the OFT to the FSA, and provide for consumer protection when a mortgage book is sold by a regulated mortgage lender to an unregulated firm.

On 19 December, 2011, the FSA issued their latest MMR consultation containing proposals for a change in the rules relating to the UK mortgage market. Key changes will see lenders (i) verify borrowers’ income; (ii) check that interest-only mortgages can be repaid; and (iii) make sure that borrowers can pay for their mortgage after retirement. The consultation closes on 30 March 2012 and the FSA hopes to make a final decision on the definitive form of rules by Summer 2012. The ultimate impact of such measures on the Group is uncertain and no assurance can be given that such changes and any further reforms considered as part of the MMR will not adversely affect the Group and its business and operations. Further, it is possible that such reforms, if adopted, could lead to a period of change for the Group, particularly as regards changes that may be required to the operational strategy and capital management of the Group, and the supervisory approach taken by the FSA in relation to second charge mortgages, a portfolio of which the Group acquired as a result of its acquisition of A&L and any second charge mortgages which may be acquired under the RBS Acquisition.

As a consequence of such changes and any associated costs that may arise, it is possible that there could be a material adverse effect on the operating results, financial condition and prospects of the Group.

***Potential intervention by the FSA (or an overseas regulator) may occur, particularly in response to customer complaints***

Customers of financial services institutions, including customers of the Group, may seek redress if they consider that they have suffered loss as a result of the mis-selling of a particular product, or through incorrect application of the terms and conditions of a particular product. Given the inherent unpredictability of litigation and the evolution of judgments by the FOS, it is possible that an adverse outcome in some matters could have a material adverse effect on the operating results, financial condition and prospects of the Group arising from any penalties imposed or compensation awarded, together with the costs of defending such an action.

The Financial Services Act 2010 has provided a new power for the FSA which enables the FSA to require authorised firms, including members of the Group, to establish a consumer redress scheme if it considers that consumers have suffered loss or damage as a consequence of a widespread or regular regulatory failing, including mis-selling.

In recent years there have been several industry-wide issues in which the FSA has intervened directly. One such issue is the mis-selling of payment protection insurance (“PPI”), about which, in

August 2010, the FSA published Policy Statement 10/12 entitled “The assessment and redress of Payment Protection Insurance complaints”. This policy statement contains FSA Rules which alter the basis on which the FSA regulated firms (including the Guarantor and certain members of the Group) must consider and deal with complaints in relation to the sale of PPI and may potentially increase the amount of compensation payable to customers whose complaints are upheld. In October 2010 the British Bankers’ Association (the “BBA”) applied for judicial review of these new rules and on 20 April, 2011, the High Court rejected the BBA’s legal challenge and upheld the FSA’s policy statement about misselling of PPI. On 9 May, 2011, the BBA announced its decision not to appeal against the High Court’s PPI judgment. The High Court judgment on the misselling of PPI resulted in very significant provisions for customer redress being made by several UK financial services providers. The Group did not participate in the UK High Court case, and has taken a prudent approach in consistently settling claims over the last two years as they have arisen.

In light of the High Court ruling in April 2011, the BBA’s decision not to appeal it and the consequent increase in claims levels, the Group performed a detailed review of the provision requirement. As a result of this review, the Group revised its provision for PPI complaint liabilities to reflect new information. The provision for PPI complaint liabilities accounted for claims that were likely to be received over the next twelve months. The provision for PPI complaint liabilities has now been increased to reflect the total population of PPI customers who could file a claim.

The ultimate financial impact on the Group of the claims arising from PPI complaints is uncertain and will depend on a number of factors, including the implementation of the FSA’s Policy Statement, the rate at which new complaints arise, the content and quality of the complaints (including the availability of supporting evidence), the role of claims management companies and the average uphold rates and redress costs. The Group can make no assurance that expenses associated with PPI complaints will not exceed the provision it has taken relating to these claims.

More generally, the Group can make no assurance that its estimates for potential liabilities are correct, and the reserves taken as a result may prove inadequate. If the Group were to incur additional expenses that exceed provisions for PPI liabilities or other provisions, these expenses could have a material adverse effect on the Group’s operating results, financial condition and prospects.

The FSA may identify future industry-wide misselling or other issues that could affect the Group. This may lead from time to time to: (i) significant direct costs or liabilities (including in relation to misselling); and (ii) changes in the practices of such businesses which benefit customers at a cost to shareholders.

Decisions taken by the FOS (or any overseas equivalent that has jurisdiction) could, if applied to a wider class or grouping of customers, have a material adverse effect on the operating results, financial condition and prospects of the Group.

***Members of the Group are responsible for contributing to compensation schemes in the UK in respect of banks and other authorised financial services firms that are unable to meet their obligations to customers***

In the UK, the Financial Services Compensation Scheme (the “FSCS”) was established under the FSMA and is the UK’s statutory fund of last resort for customers of authorised financial services firms. The FSCS can pay compensation to customers if an FSA authorised firm is unable, or likely to be unable, to pay claims against it (for instance, an authorised bank is unable to pay claims by depositors). The FSCS is funded by levies on firms authorised by the FSA, including the Guarantor and other members of the Group.

In the event that the FSCS raises funds from authorised firms, raises those funds more frequently or significantly increases the levies to be paid by such firms, the associated costs to the Group may have a material adverse effect on its operating results, financial condition and prospects. The recent measures taken to protect the depositors of deposit-taking institutions involving the FSCS have resulted in a significant increase in the levies made by the FSCS on the industry and such levies may continue to go up in the future if similar measures are required to protect depositors of other institutions.

In addition, regulatory reform initiatives in the UK and internationally may result in further changes to the FSCS, which could result in additional costs and risks for the Group. For instance, the FSA announced in October 2011 that it was restarting its review of the funding of the FSCS with a view to formally consult in the first half of 2012. Changes as a result of this may affect the profitability of the Guarantor (and other members of the Group required to contribute to the FSCS).

As a result of the structural reorganisation and reform of the UK financial regulatory authorities, it is proposed that the FSCS levies will be collected by the FCA under the new regime. It is possible that future policy of the FSCS and future levies on the firms authorised by the FSA may differ from those at present and that this could lead to a period of some uncertainty for members of the Group. In addition, it is possible that other jurisdictions where the Group operates could introduce similar compensation, contributory or reimbursement schemes. As a result of any such developments, the Group may incur additional costs and liabilities which may adversely affect its operating results, financial condition and prospects.

***The Banking Act may adversely affect the Group's business***

The Banking Act came into force on 21 February 2009. It provides HM Treasury, the Bank of England and the FSA with a variety of tools for dealing with UK institutions which are authorised deposit takers and are failing. If the position of a relevant entity in the Group were to decline so dramatically that it was considered to be failing, or likely to fail, to meet threshold authorisation conditions set out in FSMA (for example, if there were a mass withdrawal of deposits over solvency fears surrounding the Guarantor, in a manner analogous to the situation that occurred at Northern Rock, adversely affecting the ability of the Guarantor to continue to trade), it could become subject to the exercise of powers by HM Treasury, the Bank of England and the FSA under the special resolution regime set out in the Banking Act. The special resolution regime provides HM Treasury, the Bank of England and the FSA with a variety of powers for dealing with UK deposit taking institutions that are failing or likely to fail, including: (i) to take a bank or bank holding company into temporary public ownership; (ii) to transfer all or part of the business of a bank to a private sector purchaser; or (iii) to transfer all or part of the business of a bank to a "bridge bank". The special resolution regime also comprises a separate insolvency procedure and administration procedure each of which is of specific application to banks. These insolvency and administration measures may be invoked prior to the point at which an application for insolvency proceedings with respect to a relevant institution could be made.

If an instrument or order were made under the Banking Act in respect of Santander UK, such instrument or order (as the case may be) may (among other things): (i) result in a compulsory transfer of the Notes or property of Santander UK; (ii) impact on the rights of the holders of the Notes or result in the nullification or modification of the terms and conditions of the Notes; or (iii) result in the de-listing of the Notes. In addition, such an order may affect matters in respect of Santander UK and/or other aspects of the Notes which may negatively affect the ability of the Guarantor to meet its obligations in respect of the Notes.

At present, no instruments or orders have been made under the Banking Act in respect of the Group and there has been no indication that any such order will be made, but there can be no assurance that holders of the Notes would not be adversely affected by any such order if made in the future.

***The Group's operations are highly dependent on its information technology systems***

The Group's business, financial performance and ability to meet its strategic objectives depend to a significant extent upon the functionality of its information technology systems, (including Partenon, the global banking informational technology platform utilised by Banco Santander and to which the Group transitioned in 2008), and its ability to increase systems capacity. The proper functioning of the Group's financial control, risk management, credit analysis and reporting, accounting, customer service and other information technology systems, as well as the communication networks between its branches and main data processing centres, are critical to the Group's business and its ability to compete. For example, the Group's ability to process credit card and other electronic transactions for its customers is an essential element of its business. A disruption (even short-term) to the functionality of the Group's information technology systems (whether as a result of so-called unintentional "cyber incidents" or targeted "cyber attacks," security breaches, the Group's own migration of new business onto Partenon or otherwise) could impose a significant financial loss, result in a disruption to the Group's businesses, liability to clients, regulatory intervention or reputational damage. Likewise, delays or other problems in increasing the capacity of the information technology systems or increased costs associated with such systems could have a material adverse effect on the Group's operating results, financial condition and prospects. Although the Group has implemented certain preventative measures to protect its information and data systems, it can give no assurance that such measures will be effective in preventing a cyber attack or other IT disruption. Any such event could also require the Group to expend significant additional resources to modify its

protective measures or to investigate and remediate vulnerabilities or other exposures, and may subject the Group to additional litigation and financial losses. Operation losses related to a successful cyber attack or other operational risks could have a material adverse effect on the Group's operating results, financial condition and prospects.

The Group relies upon certain outsourced services (including information technology support, maintenance and consultancy services in connection with Partenon) provided by certain other members of the Banco Santander Group. Any material change in the basis upon which these services are provided to the Group or the extent to which they are available to the Group could have a material adverse effect on the Group's operating results, financial condition and prospects.

In addition, if the Group fails to update and develop its existing information technology systems as effectively as its competitors, this may result in a loss of the competitive advantages that the Group believes its information technology systems provide, which could also have a material adverse effect on the Group's operating results, financial condition and prospects.

***Third parties may use the Group as a conduit for illegal activities without the Group's knowledge, which could have a material adverse effect on the Group***

The Group is required to comply with applicable anti-money laundering laws and regulations and has adopted various policies and procedures, including internal control and "know-your-customer" procedures, aimed at preventing use of the Group for money laundering. For example, a major focus of US governmental policy relating to financial institutions in recent years has been combating money laundering and enforcing compliance with US economic sanctions. The outcome of any proceeding or complaint is inherently uncertain and could have a material adverse effect on the Group's operations and/or financial condition, especially to the extent that the scope of any such proceedings expands beyond its original focus.

In addition, while the Group reviews its relevant counterparties' internal policies and procedures with respect to such matters, the Group, to a large degree, relies upon its relevant counterparties to maintain and properly apply their own appropriate anti-money laundering procedures. Such measures, procedures and compliance may not be completely effective in preventing third parties from using the Group (and its relevant counterparties) as a conduit for money laundering (including illegal cash operations) without the Group's (and its relevant counterparties') knowledge. If the Group is associated with, or even accused of being associated with, or becomes a party to, money laundering, then its reputation could suffer and/or it could become subject to fines, sanctions and/or legal enforcement (including being added to any "black lists" that would prohibit certain parties from engaging in transactions with the Group), any one of which could have a material adverse effect on the Group's operating results, financial condition and prospects.

***Changes in the pension liabilities and obligations of the Group could have a materially adverse effect on the Group***

The Group provides retirement benefits for many of its former and current employees in the United Kingdom through a number of defined benefit pension schemes established under trust. The Group has only limited control over the rate at which it pays into such schemes. Under the UK statutory funding requirements, employers are usually required to contribute to the schemes at the rate they agree with the scheme trustees, although if they cannot agree, such rate can be set by the Pensions Regulator. The scheme trustees may, in the course of discussions about future valuations, seek higher employer contributions. The scheme trustees' power in relation to the payment of pension contributions depends on the terms of the trust deed and rules governing the pension schemes.

The UK Pensions Regulator has the power to issue a financial support direction to companies within a group in respect of the liability of employers participating in the UK defined benefit pension plans where that employer is a service company, or is otherwise "insufficiently resourced" (as defined for the purposes of the relevant legislation). As some of the employers within the Group are service companies if they become insufficiently resourced, other companies within the Group which are connected with or an associate of those employers are at risk of a financial support direction in respect of those employers' liabilities to the defined benefit pension schemes in circumstances where the Pensions Regulator properly considers it reasonable to issue one. Such a financial support direction could require the companies to guarantee to provide security for the pension liabilities of those employers, or could require additional amounts to be paid into the relevant pension schemes in respect of them.

The UK courts have decided that liabilities under financial support directions issued by the Pensions Regulator against companies after they have gone into administration were payable as an expense of the administration, and did not rank as provable debts. This means that such liabilities will have to be satisfied before any distributions to unsecured creditors could be made. It is understood that leave to appeal to the Supreme Court has been requested and therefore it is likely that there will be a further decision to come.

The Pensions Regulator can also issue contribution notices if it is of the opinion that an employer has taken actions, or failed to take actions, deliberately designed to avoid meeting its pension promises or which are materially detrimental to the scheme's ability to meet its pension promises. A contribution notice can be moved to any company which is connected with or an associate of such employer in circumstances where the Regulator considers it reasonable to issue. The risk of a contribution notice being imposed may inhibit the freedom of the Group to restructure itself or to undertake certain corporate activities.

Changes in the size of the deficit in the defined benefit schemes operated by the Group, due to reduction in the value of the pension fund assets (depending on the performance of financial markets) or an increase in the pension fund liabilities due to changes in mortality assumptions, the rate of increase of salaries, discount rate assumptions, inflation, the expected rate of return on plan assets, or other factors, could result in the Group having to make increased contributions to reduce or satisfy the deficits which would divert resources from use in other areas of the Group's business and reduce the Guarantor's capital resources. While a number of the above factors can be controlled by the Group, there are some over which it has no or limited control. Although the trustees of the defined benefit pension schemes are obliged to consult the Group before changing the pension schemes' investment strategy, the trustees have the final say. Increases in the pension liabilities and obligations of the Group could have a material adverse effect on the Group's operating results, financial condition and prospects.

The on-going changes in the UK supervision and regulatory regime and particularly the implementation of the ICB recommendations may require the Group to make changes to its structure and business which could have an impact on the Group's pension schemes or liabilities.

## **Risks relating to the Notes**

In this context the following specific risks have been identified as areas for focus:

### **The Issuers and the Guarantor cannot assure a trading market for the Notes will ever develop or be maintained**

Each of the Issuers may issue Notes in different series with different terms in amounts that are to be determined. Such Notes may be unlisted or listed on a recognised stock exchange and there can be no assurance that an active trading market will develop for any series of Notes. There can also be no assurance regarding the ability of Noteholders to sell their Notes or the price at which such holders may be able to sell their Notes. If a trading market were to develop, the Notes could trade at prices that may be higher or lower than the initial offering price and this may result in a return that is greater or less than the interest rate on the Notes, depending on many factors, including:

- the Group's financial results;
- any change in the Issuers' or the Guarantor's creditworthiness;
- the market for similar securities;
- the complexity and volatility of the index or formula applicable to the Notes;
- the method of calculating the principal, premium and interest in respect of the Notes;
- the time remaining to the majority of the Notes;
- the outstanding amount of the Notes;
- the redemption features of the Notes;
- the amount of other debt securities linked to the index or formula applicable to the Notes; and
- the level, direction and volatility of market interest rates generally.



In addition, certain Notes have a more limited trading market and experience more price volatility because they were designed for specific investment objectives or strategies. There may be a limited number of buyers when an investor decides to sell such Notes. This may affect the price an investor receives for such Notes or the ability of an investor to sell such Notes at all.

#### **Risks associated with redemption of the Notes**

If the applicable Final Terms specify that the Notes are redeemable at the option of an Issuer, or are otherwise subject to mandatory redemption, the relevant Issuer may (in the case of optional redemption) or must (in the case of mandatory redemption) choose to redeem such Notes at times when prevailing interest rates may be relatively low. Accordingly, an investor generally will not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Notes.

#### **The yield to maturity of the Notes may be adversely affected by redemptions by the Issuer**

The yield to maturity of each class of Notes will depend mostly on: (i) the amount and timing of the repayment of principal on the Notes and (ii) the price paid by the Noteholders of each class. The yield to maturity of the Notes may be adversely affected by a higher or lower than anticipated rate of redemptions on the Notes.

#### **The Notes are subject to selling and transfer restrictions that may affect the existence and liquidity of any secondary market in the Notes**

The Notes have not been, and will not be, registered under the Securities Act or any other securities laws. Accordingly, the Notes are subject to certain restrictions on the resale and other transfer thereof as set forth under “Subscription and Sale and Transfer and Selling Restrictions”. As a result of such restrictions, the Issuers and the Guarantor cannot be certain of the existence of a secondary market for the Notes or the liquidity of such market if one develops. Consequently, a Noteholder must be able to bear the economic risk of an investment in such Notes for an indefinite period of time.

#### **The Issuer and the Guarantor may rely on third parties and the Noteholders may be adversely affected if such third party fails to perform their obligations**

The Issuers and the Guarantor may be a party to contracts with a number of other third parties that have agreed to perform services in relation to the Notes. For example, a paying agent and the agent bank have agreed to provide payment and calculation services in connection with the Notes; and Euroclear and Clearstream, Luxembourg have in respect of Bearer Global Notes in NGN form, agreed, *inter alia*, to accept such Bearer Global Notes as eligible for settlement and to properly service the same, and to maintain up to date records in respect of the total amount outstanding of such Bearer Global Notes in NGN form. In the event that any relevant third party was to fail to perform its obligations under the respective agreements to which it is a party, the Noteholders may be adversely affected.

#### **If the United Kingdom joins the European Monetary Union prior to the maturity of the Notes, the Issuers and the Guarantor cannot assure the Noteholders that this would not adversely affect payments on the Notes**

It is possible that prior to the maturity of the Notes the United Kingdom may become a participating member state in the European economic and monetary union and the euro may become the lawful currency of the United Kingdom. In that event (i) all amounts payable in respect of any Notes denominated in pounds sterling may become payable in euro; (ii) applicable provisions of law may allow or require the Issuers to re-denominate such Notes into euro and take additional measures in respect of such Notes; and (iii) the introduction of the euro as the lawful currency of the United Kingdom may result in the disappearance of published or displayed rates for deposits in pounds sterling used to determine the rates of interest on such notes or changes in the way those rates are calculated, quoted and published or displayed. It cannot be said with certainty what effect, if any, adoption of the euro by the United Kingdom would have on investors in the Notes.

#### **Notes where denominations involve integral multiples: definitive Notes**

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified

Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

### **EU Savings Directive**

Under EC Council Directive 2003/48/EC on the taxation of savings income (the “Savings Directive”), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Savings Directive.

The Savings Directive does not preclude Member States from levying other types of withholding tax.

### ***U.S. Foreign Account Tax Compliance Withholding***

Under Sections 1471 through 1474 of the U.S. Internal Revenue Code (“FATCA”), the Issuer or, as the case may be, the Guarantor (and other non-U.S. financial institutions through which payments on the Notes are made) may be required to withhold U.S. tax at a rate of 30 per cent. on all, or a portion of, payments made in respect of (i) Notes treated as debt for U.S. federal income tax purposes that are issued on or after 1 January 2013 or are materially modified from that date and (ii) Notes treated as equity for U.S. federal tax purposes, whenever issued, unless a holder complies with certain certification and identification requirements (and for holders that are “foreign financial institutions”, such holder may be required to enter into an agreement with the Internal Revenue Service or otherwise establish a base for exemption under the rules).

The application of FATCA to interest, principal or other amounts paid with respect to the Notes is not clear. Under recently released proposed regulations, the tax (i) would only apply to payments in respect of the Notes starting on 1 January 2017, and (ii) may only apply to certain types of Notes (if any). If an amount were to be deducted or withheld from interest, principal or other payments on the Notes in order to comply with FATCA, neither the Issuer (nor, as the case may be, the Guarantor) nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding of such tax. As a result, if payments in respect of the Notes are subject to FATCA withholding, investors may receive less interest or principal than expected.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on proposed regulations and official guidance that is subject to change. The application of FATCA to the Notes may be addressed in the relevant Final Terms or a supplement to the Prospectus, as applicable. Holders of Notes should consult their own tax advisers on how these rules may apply to payments they receive under the Notes.

**Risks relating to:*****Fixed Rate Notes***

Investment in Fixed Rate Notes involves the risk that subsequent changes in the market interest rates may adversely affect the value of the Fixed Rate Notes.

***Fixed/Floating Rate Notes***

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate or vice versa. If the rate converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes relating to the same reference rate. In addition, the new floating rate at any time may be lower than the interest rates payable on other Notes. If the rate converts from a floating rate to a fixed rate, the fixed rate may be lower than the then prevailing interest rates payable on the Notes.

***Inverse Floating Rate Notes***

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as the London Interbank Offered Rate (“LIBOR”). The market value of Inverse Floating Rate Notes typically is more volatile than the market value of other more conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate payable on the Notes, but may also reflect an increase in prevailing interest rates, which may further adversely affect the market value of these Notes.

***Capped Floating Rate Notes***

Capped Floating Rate Notes usually have an interest rate equal to the sum of a reference rate such as LIBOR and the specified margin (if any) subject to a maximum specified rate. The maximum amount of interest payable in respect of these Notes will occur when the sum of the reference rate and the specified margin (if any) equals the maximum specified rate. Investors in Capped Floating Rate Notes will therefore not benefit from any increase in the relevant reference rate which, when the specified margin is added to such reference rate, would otherwise cause such interest rate to exceed the maximum specified rate. The market value of these Notes would therefore typically fall the closer the sum of the relevant reference rate and the margin is to the maximum specified rate.

***Leveraged Floating Rate Notes***

Notes with floating interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market value may be more volatile than those for securities that do not include these features. An investor may receive substantially less or no interest at all on such Notes.

***Variable Interest Notes***

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market value may be more volatile than those for securities that do not include these features. The investor may receive substantially less or no interest at all on such Variable Interest Notes.

***Notes issued at a substantial discount or premium***

The market value of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

***Credit Linked Notes, Equity Linked Notes, Index Linked Notes, Inflation Linked Notes or other Variable Notes***

The amount of principal and/or interest payable (if any) in respect of such Notes, and payable by the Guarantor under its guarantee thereof, is based on the price, value, performance or some other factor relating to one or more assets or other property (each a “Reference Asset”) and/or the creditworthiness of, performance of obligations by or some other factor relating to, one or more entities (each a “Reference Entity”), and/or the level of a particular index each as indicated in the applicable Final Terms. With respect to an investment in such Notes, significant risks exist that are

not associated with a conventional fixed rate or floating rate debt security. Such risks may arise from the fluctuation in the value of the Reference Asset, the creditworthiness of the Reference Entity or the level of the relevant index.

In addition, an Issuer may (as indicated in the applicable Final Terms) be entitled to redeem such Notes either by payment of a cash amount (“Cash-Settled Notes”) and/or by physical delivery of all or part of a Reference Asset or of some other asset or property (“Physically-Settled Notes”). In certain circumstances (as indicated in the applicable Final Terms), the cash amount payable on Cash-Settled Notes, or the value of assets or property deliverable on Physically-Settled Notes, on redemption of such Notes (whether at maturity or otherwise) may be less than the principal amount of the Notes together with any accrued interest and may in certain circumstances be zero. Moreover, each interest-bearing Note may cease to bear interest from the interest payment date immediately preceding the date of occurrence of the event giving rise to early redemption of the Notes.

In addition, if the formula used to determine any amounts payable in respect of the Notes contains a multiplier or leverage factor, the effect of any fluctuation in the value of the Reference Assets, the adjustments of the Reference Entity or level of the indices to which the Notes are linked or indexed will be magnified. In recent years, values of certain equities, bonds, notes or other financial instruments, indices and formulae have been volatile and such volatility may be expected in the future. However, past experience is not necessarily indicative of what may occur in the future.

The obligations of ANTS are fully and unconditionally guaranteed by the Guarantor. It should however be noted that this guarantee extends only to amounts which have become due and payable in accordance with the terms of the relevant Credit Linked Notes, Equity Linked Notes or other structured Notes. It is not an assurance that any amount will become due and payable under the terms of the relevant Note (for example, in certain circumstances, interest and/or principal will cease to be payable, or the amount payable will be reduced, under the terms of the relevant Note).

Purchasers of such Notes are deemed to have sufficient knowledge, experience and professional advice to make their own investment decisions and to have undertaken their own legal, financial, tax, accounting and other business evaluation of the risks and merits of investments in such Notes and should ensure that they fully understand the risks associated with investments of this nature which are intended to be sold only to sophisticated investors. Purchasers of Notes are solely responsible for making their own independent appraisal of and investigation into the business, financial condition, prospects, creditworthiness, status and affairs of any Reference Entity or Reference Asset and the level or fluctuation of any indices or formulae.

***Investment in Dual Currency Notes may be negatively affected by changes in exchange rates and exchange controls***

With respect to an investment in Dual Currency Notes that are denominated and/or payable in a Specified Currency, there will be significant risks associated with such an investment, including the possibility of material changes in the exchange controls by the applicable governments. The Issuers and the Guarantor have no control over the factors that generally affect these risks, such as economic, financial and political events and the supply and demand for the applicable currencies. Moreover, if payments on Dual Currency Notes are determined by reference to a formula containing a multiplier or leverage factor, the effect of any change in the exchange rates between the applicable currencies will be magnified. In recent years, exchange rates between certain currencies have been highly volatile and volatility between such currencies or with other currencies may be expected in the future. Fluctuations between currencies in the past are not necessarily indicative, however, of fluctuations that may occur in the future. Depreciation of the payment currency would result in a decrease in the equivalent yield of the Dual Currency Notes, in the equivalent value of the principal and any premium payable at maturity or earlier redemption of the Dual Currency Notes and generally, in the equivalent market value of the Dual Currency Notes. Governmental exchange controls could affect exchange rates and the availability of the payment currency on a required payment date. Even if there are no exchange controls, it is possible that the payment currency will not be available on a required payment date due to circumstances beyond an Issuer’s or the Guarantor’s control.

***Subordinated Notes***

The Subordinated Issuer may issue Subordinated Notes. The obligations of the Subordinated Issuer in case of the Subordinated Notes constitute unsecured and subordinated obligations. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Subordinated Issuer, such obligations will be subordinated to the

claims of all unsubordinated creditors of the Issuers so that in any event no amounts will be payable under such obligations until the claims of all unsubordinated creditors of the Issuers will have been satisfied in full. No holder may set off his claims arising under the Subordinated Notes against any claims of the Issuers. No security of whatever kind is, or will at any time be, provided by the Issuers or any other person securing rights of the holders of such Subordinated Notes. No subsequent agreement may limit the subordination or amend the maturity date in respect of the Subordinated Notes to any earlier date or shorten any applicable notice period. Although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a real risk that an investor in Subordinated Notes will lose all or some of his investment should the Subordinated Issuer become insolvent.

### ***Basel Committee***

On 17 December, 2009, the Basel Committee proposed a number of fundamental reforms to the regulatory capital framework in its consultative document entitled 'Strengthening the resilience of the banking sector'. On 16 December, 2010 and on 13 January, 2011, the Basel Committee issued its final guidance on Basel III. The Basel III reforms require tier 1 and tier 2 capital instruments to be more loss-absorbing. The implementation of the Basel III reforms will begin on 1 January, 2013, however the requirements are subject to a series of transitional arrangements and will be phased in over a period of time.

The press release dated 13 January, 2011 included the following statements:

The terms and conditions of all non-common tier 1 and tier 2 instruments issued by an internationally active bank must have a provision that requires such instruments, at the option of the relevant authority, to either be written off or converted into common equity upon the occurrence of the trigger event unless:

- (a) the governing jurisdiction of the bank has in place laws that (i) require such tier 1 and tier 2 instruments to be written off upon such event, or (ii) otherwise require such instruments to fully absorb losses before tax payers are exposed to loss;
- (b) a peer group review confirms that the jurisdiction conforms with clause (a); and
- (c) it is disclosed by the relevant regulator and by the issuing bank, in issuance documents going forward, that such instruments are subject to loss under clause (a) in this paragraph.

The trigger event is the earlier of: (1) a decision that a write-off, without which the firm would become non-viable, is necessary, as determined by the relevant authority; and (2) the decision to make a public sector injection of capital, or equivalent support, without which the firm would have become non-viable, as determined by the relevant authority.

The terms of the Subordinated Notes do not contain any such provision. There can be no assurance that the Banking Act 2009 or any amendment or supplementary legislation will be confirmed in due course by a peer group review (as referred to in clause (b) above) to conform with clause (a) above so that such Subordinated Notes would be subject to being written down or fully loss absorbing as set out in clause (a) in the above paragraph. If the authorities having regulatory oversight of the Group at the relevant time (i) disclose that a peer group review has confirmed that the UK legislation conforms with clause (a) above and (ii) disclose that they do not require a change to the terms and conditions of any non-common tier 1 and tier 2 instruments to include a provision that requires either that they be written off or converted into equity upon the occurrence of a trigger event (which they may require even if UK legislation is deemed by a peer group review to conform to clause (a) in the above paragraph), then the Subordinated Issuer will notify holders of any affected Subordinated Notes that, going forward, such instruments are confirmed as subject to loss as set out in clause (a) in the above paragraph.

Furthermore there can be no assurance that, prior to its implementation in 2013, the Basel Committee will not amend the package of reforms described above. Further, the European Commission and/or the FSA may implement the package of reforms, including the terms which capital securities are required to have, in a manner that is different from that which is currently envisaged, or may impose more onerous requirements on UK banks.

## FORM OF THE NOTES

The Notes of each Series will be in either bearer form or registered (or inscribed) form. Bearer Notes will be issued outside the United States in reliance on Regulation S and Registered Notes will be issued both outside the United States in reliance on the exemption from registration provided by Regulation S and within the United States in reliance on Rule 144A.

### **Bearer Notes**

Each Tranche of Bearer Notes will be initially represented by either a temporary bearer global note (a “Temporary Bearer Global Note”) or a permanent bearer global note (a “Permanent Bearer Global Note”) and, together with the Temporary Bearer Global Note, the “Bearer Global Notes”) as indicated in the applicable Final Terms, which, in either case, will:

- (i) if the Global Notes are intended to be issued in new global note (“NGN”) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper for Euroclear Bank S.A./N.V. (“Euroclear”) and Clearstream Banking, société anonyme (“Clearstream, Luxembourg”); and
- (ii) if the Global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depository for Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made against presentation of the Temporary Bearer Global Note (if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

In respect of each Tranche of Notes in respect of which a Temporary Bearer Global Note is issued, on and after the date (the “Exchange Date”) which is 40 days after the Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein for either:

- (i) interests in a Permanent Bearer Global Note of the same Series, or
- (ii) definitive Bearer Notes of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Final Terms).

In each case such exchange shall be made against certification of beneficial ownership as described above, unless such certification has already been given. Purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due presentation and certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg against presentation or surrender (as the case may be) of the Permanent Bearer Global Note (if the Permanent Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, receipts, interest coupons and talons attached upon either:

- (1) not less than 60 days’ written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Principal Paying Agent, or
- (2) only upon the occurrence of an Exchange Event (as defined below).

No definitive Bearer Notes will be sent by post or otherwise delivered to any location in the United States or its possessions in connection with such exchange.

For these purposes, “Exchange Event” means that:

- (1) an Event of Default (as defined in Condition 10a and 10b) has occurred and is continuing,
- (2) the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no alternative clearing system satisfactory to the relevant Issuer, the Principal Paying Agent and the Trustee is available, or
- (3) the relevant Issuer or the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form.

The relevant Issuer will promptly give notice to the Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (3) above, the relevant Issuer or the Guarantor may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Bearer Notes which have an original maturity of more than 365 days and on all Receipts, Talons and Coupons relating to such Notes:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States persons, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, Receipts, Talons and Coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, Receipts, Talons and Coupons.

The term “United States person”, as used in this paragraph and in the preceding paragraph, has the meaning set forth in the Internal Revenue Code and the U.S. Treasury regulations thereunder.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Bearer Notes will not be issued in the Australian domestic capital markets.

### **Registered Notes**

*The following section does not apply to Australian Domestic Notes.*

Registered Notes may be offered and sold in reliance on Regulation S or in reliance on Rule 144A.

Registered Notes offered and sold in reliance on Regulation S may only be offered and sold to non-U.S. persons outside the United States and will initially be represented by a global note in registered form, without receipts, interest coupons or talons (a “Regulation S Global Note”) which will be deposited with a common depository, common safekeeper or depository, as the case may be, for, and registered in the name of a common nominee or nominee of, Euroclear and Clearstream, Luxembourg or such other clearing system as may be agreed between the relevant Issuer and the relevant Dealer and specified in the Final Terms, or in the name of a nominee of the common safekeeper. Prior to expiry of the Distribution Compliance Period (as defined in “Terms and Conditions of the Notes”) applicable to each Tranche of Notes, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 and may not be held otherwise than through Euroclear or Clearstream, Luxembourg (or such other clearing system as may be agreed between the relevant Issuer and the relevant Dealer and specified in the Final Terms) and such Regulation S Global Note will bear a legend regarding such restrictions on transfer.

Registered Notes offered and sold in reliance on Rule 144A may only be offered and sold in the United States or to U.S. persons in private transactions to “qualified institutional buyers” within the meaning of Rule 144A under the Securities Act (“QIBs”) and will be represented by a global note in registered form, without receipts, interest coupons or talons (a “Rule 144A Global Note” and, together with a Regulation S Global Note, the “Registered Global Notes”) which will be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company (“DTC”).

Canadian Notes will be represented by a Regulation S Global Note which will be deposited with, and registered in the name of a nominee of, CDS.

Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in registered form.

The Rule 144A Global Note will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person(s) shown on the Register on the relevant Record Date (each as defined in Condition 6(d)) as the registered holder(s) of the Registered Global Notes. None of the relevant Issuer, the Guarantor, the Trustee, any Paying Agent, the Canadian Agent and the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6(d)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, “Exchange Event” means that:

- (1) an Event of Default (as defined in Condition 10(a) and 10(b)) has occurred and is continuing;
- (2) in the case of Notes represented by a Rule 144A Global Note only, DTC has notified the relevant Issuer that it is unwilling or unable to continue to act as depository for the Notes and no alternative clearing system satisfactory to the relevant Issuer, the Principal Paying Agent, the Registrar and the Trustee is available;
- (3) in the case of Notes represented by a Rule 144A Global Note only, DTC has ceased to constitute a clearing agency registered under the Exchange Act or in the case of Notes represented by a Regulation S Global Note only, the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no alternative clearing system satisfactory to the relevant Issuer, the Principal Paying Agent, the Registrar and the Trustee is available;
- (4) in the case of Canadian Notes, (A) CDS has notified the relevant Issuer that it is unwilling or unable to continue to act as depository for the Canadian Notes; or (B) CDS ceases to be a recognised clearing agency under the Securities Act (Ontario) or a self-regulatory organisation under the Securities Act (Québec) or other applicable Canadian securities legislation and a successor depository or clearing system for the Canadian Notes, as the case may be, satisfactory to the relevant Issuer, the Registrar, the Canadian Agent and the Trustee is not appointed by the relevant Issuer within 90 days after the relevant Issuer receives such notice or becomes aware of such unwillingness, inability or cessation; or
- (5) the relevant Issuer or the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form.



The relevant Issuer will promptly give notice to the Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Clearstream, Luxembourg, CDS (each acting on the instructions of any holder of an interest in such Registered Global Note) or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (4) above, the relevant Issuer or the Guarantor may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

#### **Australian Domestic Notes**

Australian Domestic Notes will be issued in registered, uncertificated (or inscribed) form. Such Notes will be constituted by the Deed Poll and will take the form of entries on a register to be maintained by the Australian Registrar, all as more fully described in the applicable Final Terms.

#### **Transfer of Interests**

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear, Clearstream, Luxembourg and CDS, in each case to the extent applicable. **Registered Notes are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see “Subscription and Sale and Transfer and Selling Restrictions”.**

#### **General**

Pursuant to the Agency Agreement (as defined under “Terms and Conditions of the Notes”), the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a common code and ISIN and, where applicable, a CUSIP and CINS number which are different from the common code, ISIN, CUSIP and CINS assigned to Notes of any other Tranche of the same Series until at least the expiry of the Distribution Compliance Period (as defined in “Terms and Conditions of the Notes”) applicable to the Notes of such Tranche.

For so long as any of the Notes is represented by a Bearer Global Note or a Regulation S Global Note held on behalf of or, as the case may be, registered in the name of a common nominee for, Euroclear, and/or Clearstream, Luxembourg (or, as the case may be, a nominee for the common safekeeper), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the relevant Issuer, the Guarantor, the Trustee, the Paying Agents, the Transfer Agents and the Registrar as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Regulation S Global Note shall be treated by the relevant Issuer, the Guarantor, the Trustee, the Paying Agents, the Transfer Agents and the Registrar as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

For so long as any of the Notes is represented by a Regulation S Global Note registered in the name of CDS or its nominee, each person who is for the time being shown in the records of CDS as the holder of a particular nominal amount of such Notes shall be treated by the relevant Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on, or voting, giving consents or making requests in respect of, such nominal amount of such Notes, for which purpose the registered holder of the relevant Regulation S Global Note shall be treated by the Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of such Regulation S Global Note; and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

For so long as any of the Notes is represented by a Rule 144A Global Note registered in the name of DTC or its nominee, each person who is for the time being shown in the records of DTC or such nominee as the holder of a particular nominal amount of such Notes shall be treated by the relevant Issuer, the Guarantor, the Trustee, the Paying Agents, the Registrar and the Transfer Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on, or voting, giving consents or making requests in respect of, such nominal amount of such Notes, for which purpose DTC or, in the case of payments only, its nominee shall be treated by the relevant Issuer, the Guarantor, the Trustee, the Principal Paying Agent, the Paying Agents, the Registrar and the Transfer Agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of such Rule 144A Global Note; and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

Any reference herein to DTC, Euroclear, Clearstream, Luxembourg and/or CDS shall, whenever the context so permits, except in relation to Notes issued in NGN form or held under the New Safekeeping Structure for registered global securities, be deemed to include a reference to any successor operator and/or successor clearing system and/or any additional or alternative clearing system specified in the applicable Final Terms.

Any reference herein to the common depositary, depositary or, as applicable, common safekeeper shall, whenever the context so permits, be deemed to include references to any successor common depositary, depositary or, as applicable, common safekeeper or any additional or alternative common depositary, depositary or, as applicable, common safekeeper as is approved by the relevant Issuer, the Guarantor, the Principal Paying Agent (and, in the case of Canadian Notes, the Canadian Agent), the Registrar and the Trustee.

Any reference herein to the nominee or, as applicable, common nominee shall, whenever the context so permits, be deemed to include references to any successor nominee or, as applicable, common nominee or any additional or alternative nominee or, as applicable, common nominee as is approved by the relevant Issuer, the Guarantor, the Principal Paying Agent (and, in the case of Canadian Notes, the Canadian Agent), the Registrar and the Trustee.

## Form of Final Terms

*Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of at least EUR 100,000 (or its equivalent in another currency) pursuant to this Prospectus.*

[Date]

**PLEASE CAREFULLY READ THE PROSPECTUS AND THE RISK FACTORS IN THE PROSPECTUS. EACH INVESTOR SHOULD CONSULT ITS OWN FINANCIAL AND LEGAL ADVISORS ABOUT THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE NOTES AND THE SUITABILITY OF AN INVESTMENT IN THE NOTES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.**

**[ABBEEY NATIONAL TREASURY SERVICES plc  
/SANTANDER UK plc]**

**Issue of [Nominal Amount of Tranche] [Title of Notes]  
[Guaranteed by Santander UK plc]  
under the U.S.\$20,000,000,000  
Euro Medium Term Note Programme**

### PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “Conditions”) set forth in the Prospectus dated [date] [and the supplement[s] to it dated [date(s)]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Prospectus[, as supplemented]. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus[, as supplemented]. The Prospectus [and the supplement[s] to it] is [are] available for viewing at, and copies may be obtained from, the registered office of the Issuer [and the Guarantor].

*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus (or, if relevant, an Information Memorandum) with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “Conditions”) set forth in the Prospectus/[Information Memorandum] dated [original date] [and the supplement[s] to it dated [date(s)]] which are incorporated by reference in the Prospectus dated [current date] and are attached hereto. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”) and must be read in conjunction with the Prospectus dated [current date] [and the supplement[s] to it dated [date(s)]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus dated [current date] [and the supplement[s] to it dated [date(s)]]. Copies of such Information Memoranda and Prospectus [and the supplement[s] to [it] [them] are available for viewing, and copies may be obtained from, the registered office of the Issuer [and the Guarantor].

*[Include the following where the issue is Australian Domestic Notes:*

The Issuer is not a bank which is authorised under the Banking Act 1959 of the Commonwealth of Australia. The Notes are not the obligations of any government and in particular, are not guaranteed by the Commonwealth of Australia.]

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]*

*[When completing any Final Terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute “significant new factors” and*

consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

1. (i) Issuer: [ ]
  - (ii) Designated Branch (if Abbey National Treasury Services plc is the Issuer): [Insert branch/Not Applicable]
  - (iii) Guarantor: [Santander UK plc/Not Applicable]
  2. (i) Series Number: [ ]
  - (ii) Tranche Number: [ ]
- (If fungible with an existing Series, insert details of that Series, including the date on which the Notes become fungible)*
3. Specified Currency or Currencies: [ ]
  4. Nominal Amount:
    - (i) Tranche: [ ]
    - (ii) Series: [ ]
  5. Issue Price of Tranche: [ ] per cent. of the Nominal Amount [plus accrued interest from [insert date] (if applicable)]
  6. (i) Specified Denominations: [ ]  
 (in the case of Registered Notes, this means the minimum integral amount in which transfers can be made) [ ]  
*(Note – where multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed: “€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Notes in definitive form will be issued with a denomination above €199,000.”<sup>1</sup>)*  
*[In respect of issues of Australian Domestic Notes, the following wording should be used: “A\$[ ] and multiples thereof, subject to a minimum aggregate consideration of A\$500,000 per offeree or the offer not otherwise requiring disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act of Australia and the issue complying with the Bank Exemption Order No. 82 promulgated under the Banking Act 1959 of the Commonwealth of Australia (which requires all offers and any transfers which occur in Australia to be for a consideration of at least A\$500,000)”]*
  - (ii) Calculation Amount [ ]  
*(Applicable to Notes in definitive form)* *(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
  7. (i) Issue Date: [ ]
  - (ii) Interest Commencement Date (if different from the Issue Date): [Specify date/Not Applicable]
  8. Maturity Date: [Fixed Rate/any other note other than a Floating Rate Note — specify date  
 Floating Rate — Interest Payment Date falling in or nearest to [specify month and year/specify other]]
  9. Interest Basis: [Fixed Rate]

<sup>1</sup> Delete if notes being issued are in registered form.

- [Floating Rate]  
 [Zero Coupon/Discount]  
 [Non-Interest Bearing]  
 [Index Linked Interest]  
 [Inflation Linked Interest]  
 [Credit Linked Interest]  
 [Equity Linked Interest]  
 [Variable Interest]  
 [*specify other*]  
 (further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]  
 [Index Linked Redemption]  
 [Inflation Linked Redemption]  
 [Credit Linked Redemption]  
 [Equity Linked Redemption]  
 [Variable Redemption]  
 [Dual Currency]  
 [Partly-Paid]  
 [Instalment]  
 [*specify other*]
11. Change of Interest Basis or Redemption/  
 Payment Basis: [*Specify details of any provision for change of Notes  
 into another Interest Basis or Redemption/Payment  
 Basis*]
12. Put/Call Options: [Investor Put]  
 [Issuer Call]  
 [(further particulars specified below)]
13. Date of [Board] approval for issuance of  
 Notes [and Guarantee] obtained: [ ] [and [ ]], respectively  
 (*N.B.: Only relevant where Board (or similar)  
 authorisation is required for the particular tranche of  
 Notes or related Guarantee*)
14. Status of the Notes: [Senior/Subordinated]
15. Method of distribution: [Syndicated/Non-syndicated]

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Fixed Rate Note Provisions [Applicable/Not Applicable]  
 (*If not applicable, delete the remaining sub-paragraphs  
 of this paragraph*)
- (i) Rate(s) of Interest: [ ] per cent. per annum [payable [annually/ semi-  
 annually/quarterly] in arrear]  
 (*If payable other than annually consider amending  
 Condition 5*)
- (ii) Interest Payment Date(s): [ ] in each year
- (iii) Business Day Convention: [Following Business Day Convention/Modified  
 Following Business Day Convention/Preceding  
 Business Day Convention/*specify other*]
- (iv) Business Day(s): [ ]  
 Additional Business Centre(s): [ ]
- (v) Fixed Coupon Amount(s): [ ] per Calculation Amount  
 (*Applicable to Notes in definitive  
 form*)
- (vi) Broken Amount(s): [*Insert particulars of any initial or final broken interest  
 amounts per Calculation Amount which do not  
 correspond with the Fixed Coupon Amount[(s)]*]

- (vii) Day Count Fraction: [30/360 [adjusted/unadjusted] or Actual/Actual (ICMA) [adjusted/unadjusted] or RBA Bond Basis or *specify other*]  
*(N.B.: if interest is not payable on a regular basis (for example, if there are Broken Amounts specified) Actual/Actual (ICMA) may not be a suitable Day Count Fraction)*
- (viii) Determination Date(s): [ ] in each year  
*[insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon] (This will need to be amended in the case of regular interest payment dates which are not of equal durations)*  
*(N.B.: Only relevant to Notes where Day Count Fraction is Actual/Actual (ICMA))*
- (ix) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/Give details]
17. Floating Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s)/ Interest Payment Dates: [ ]
- (ii) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Floating Rate Convention/*specify other*]
- (iii) Business Day(s): [ ]  
Additional Business Centre(s): [ ]
- (iv) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/ Bank Bill Rate Determination/*specify other*]
- (v) Screen Rate Determination:  
(A) Reference Rate: [ ]  
*(Either LIBOR, EURIBOR or other, although additional information is required if other, including fallback provisions in the Agency Agreement)*  
(B) Interest Determination Date(s): [ ]  
*(Second London business day prior to the start of each Interest Period if LIBOR other than sterling, euro LIBOR or EURIBOR), first day of each Interest Period if sterling LIBOR and the second TARGET2 Settlement Day prior to the start of each Interest Period if EURIBOR or euro LIBOR)*  
(C) Relevant Screen Page: [ ]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (vi) ISDA Determination:  
(A) Floating Rate Option: [ ]

- (B) Designated Maturity: [ ]
- (C) Reset Date: [ ]
- (vii) Margin(s): [plus/minus] [ ] per cent. per annum
- (viii) Minimum Rate of Interest: [ ] per cent. per annum
- (ix) Maximum Rate of Interest: [ ] per cent. per annum
- (x) Day Count Fraction: [Actual/Actual (ISDA)  
Actual/Actual (ICMA)  
Actual/365 (Fixed)  
Actual/360  
30/360  
30E/360  
30E/360 (ISDA)  
Specify other]  
(See Condition 5 for options)  
[adjusted/unadjusted]
- (xi) Determination Date(s): [ ]
- (xii) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [ ]
18. Zero Coupon/Discount Note Provisions [Applicable/Not Applicable]  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Stated Yield: [ ] per cent. per annum
- (ii) Issue Price: [ ]
- (iii) Any other formula/basis of determining amount payable: [ ]  
(Consider applicable Day Count Fraction if non U.S. dollar denominated)
- (iv) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (v) Business Day(s): [ ]  
Additional Business Centre(s): [ ]
- (vi) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7(e)(ii) and 7(j)(ii) apply/specify other]
19. Non-Interest Bearing Note Provisions [Applicable/Not Applicable]  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (ii) Business Day(s): [ ]  
Additional Business Centre(s): [ ]

20. Variable Interest Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Formula/Variable: [give or annex details]
- (ii) Provisions for determining coupon where calculated by reference to Index and/or Formula and/or other variable: [ ]
- (iii) Provisions for determining coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (iv) Interest Period(s)/ Interest Payment Dates: [ ]
- (v) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Floating Rate Convention/ specify other]
- (vi) Business Day: [ ]  
 Additional Business Centre(s): [ ]
- (vii) Minimum Rate of Interest: [ ] per cent. per annum
- (viii) Maximum Rate of Interest: [ ] per cent. per annum
- (ix) Day Count Fraction: [ ] [adjusted/unadjusted]
- (x) Determination Date(s): [ ]
21. Dual Currency Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give or annex details]
- (ii) Provisions applicable where calculation by reference to Rate of Exchange is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (iii) Person at whose option Specified Currency(ies) is/are payable: [ ]
- (iv) Business Day: [ ]  
 Additional Business Centre(s): [ ]

**PROVISIONS RELATING TO REDEMPTION**

22. Issuer Call [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [[The outstanding aggregate nominal amount of Notes in [insert a currency i.e. HKD]] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)/specify other/ See Appendix]



- (iii) If redeemable in part:
- (1) Minimum Redemption Amount: [[ ] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)/specify other/See Appendix]
- (2) Maximum Redemption Amount: [[ ] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)/specify other/See Appendix]
- (iv) Notice period (if other than as set out in the Conditions): [ ]
- (N.B.: If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)*
23. Investor Put [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [[The outstanding aggregate nominal amount of Notes in [insert a currency i.e. HKD]] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)/specify other/ See Appendix]
- (iii) Notice period (if other than as set out in the Conditions): [ ]
- (N.B.: If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)*
24. Final Redemption Amount: [[The outstanding aggregate nominal amount of Notes in [insert a currency i.e. HKD]] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)/specify other/ See Appendix]
- In the case of a Variable Redemption Note:
- (i) Index/Formula/Variable: [give or annex details]
- (ii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [ ]
- (iii) Determination Date: [ ]
- (iv) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [ ]

- (v) Minimum Final Redemption Amount:  (if Notes are represented by a Global Note),  per Calculation Amount (if Notes are in definitive form)/specify other/See Appendix]
- (vi) Maximum Final Redemption Amount:  (if Notes are represented by a Global Note),  per Calculation Amount (if Notes are in definitive form)/specify other/See Appendix]
25. Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 7(f)):

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. Form of Notes: [Bearer Notes:  
Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for definitive Bearer Notes [on 60 days' notice given at any time/only upon an Exchange Event at the expense of the Issuer]].  
[Temporary Bearer Global Note exchangeable for definitive Bearer Notes on and after the Exchange Date.]  
[Permanent Bearer Global Note exchangeable for definitive Bearer Notes [on 60 days' notice given at any time/only upon an Exchange Event at the expense of the Issuer]].  
*(Notes shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.)*  
*(Ensure that this is consistent with the wording in the "Form of the Notes" section in the Prospectus and the Notes themselves. N.B.: The exchange upon notice option should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by Temporary Global Note exchangeable for Definitive Notes.)*  
[Registered Notes:  
Regulation S Global Note ( of the Nominal Amount registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg/CDS])/Rule 144A Global Note ( of the Nominal Amount) registered in the name of a nominee for DTC]  
[Australian Domestic Notes]
27. New Global Note: [Yes/No]
28. Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes (and dates on which such Talons mature): [Yes/No *If yes, give details*]

29. Details relating to Partly-Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details]  
(N.B.: new forms of Global Note may be required for Partly-Paid issues)
30. Details relating to Instalment Notes:  
Instalment Amount: [Not Applicable/give details]  
Instalment Date(s): [Not Applicable/give details]
31. Redenomination: Redenomination [not] applicable  
(if Redenomination is applicable, specify the terms of Redenomination in an Annex to the Final Terms)
32. Other terms or special conditions: [Not Applicable/give details]  
(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive)  
(consider including a term providing for tax certification if required to enable interest to be paid gross by issuers.)
33. Calculation Agent: [insert name and address]
34. Determination Agent: [Not Applicable/give details]

## DISTRIBUTION

35. (i) If syndicated, names of Managers: [Not Applicable/give names]  
(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, include names of entities agreeing to underwrite the issue on a firm commitment basis and names of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)
- (ii) Date of Subscription Agreement: [ ]  
(The above is only relevant if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)
- (iii) Stabilising Manager (if any): [Not Applicable/give name]
36. If non-syndicated, name of relevant Dealer: [N.B.: Specify “Not Applicable” if the Notes are Australian Domestic Notes.] [ ]
37. U.S. Selling Restrictions: [Reg. S. Compliance Category 2; TEFRA D/TEFRA C/TEFRA not applicable]
38. Additional selling restrictions: [Not Applicable/give details]

## PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms for issue [and] [public offer in the Public Offer Jurisdictions] [and] [admission to trading on the London Stock Exchange’s Regulated Market and listing on the Official List of the UK Listing Authority] of the Notes described herein pursuant to the U.S.\$20,000,000,000 Euro Medium Term Note Programme of Abbey National Treasury Services plc and Santander UK plc.

**RESPONSIBILITY**

The Issuer [and the Guarantor] accept[s] responsibility for the information contained in these Final Terms. [[ ] has been extracted from [ ]. The Issuer [and the Guarantor each] confirm[s] that such information has been accurately reproduced and that, so far as [they are / it is] aware and is/are able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of the Issuer [and the Guarantor]:

By: .....  
*Duly authorised*

## PART B – OTHER INFORMATION

### 1. LISTING

- (i) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange’s Regulated Market and listing on the Official List of the UK Listing Authority with effect from [on or about [the Issue Date]].] [Not Applicable.]

*[Where documenting a fungible issue, need to include that original Notes are already admitted to trading.]*

- (ii) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

Ratings:

The Notes are expected to have the following ratings:

[S & P: [ ]]

[Moody’s: [ ]]

[[Other]: [ ]]

[Standard & Poor’s Credit Market Services Europe Limited (“S&P”) is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

[Moody’s Investors Service Limited (“Moody’s”) is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

[The Notes to be issued [[have been]/[are expected to be]] rated [insert details] by [insert credit rating agency name(s)].]

[[Insert credit rating agency] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[[Insert credit rating agency] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

[[Insert credit rating agency] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended).]

[[Insert credit rating agency] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended). However, the application for registration under Regulation (EC) No. 1060/2009 (as amended) of [insert the name of the relevant EU CRA affiliate that applied for registration], which is established in the European Union, disclosed the intention to endorse credit ratings of [insert credit rating agency]. While notification of the corresponding final endorsement decision has not yet been provided by the relevant competent authority, the European Securities and Markets Authority has indicated that ratings issued in third countries may

continue to be used in the European Union by relevant market participants for a transitional period ending on 30 April 2012.)]

[[*Insert credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended). The ratings [[have been]/[are expected to be]] endorsed by [*insert the name of the relevant EU-registered credit rating agency*] in accordance with Regulation (EC) No. 1060/2009 (as amended). [*Insert the name of the relevant EU-registered credit rating agency*] is established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended).]

[[*Insert credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended), but it is certified in accordance with such Regulation.]

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the Dealer[s], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. (*Amend as appropriate if there are other interests*)]

[*(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)*]

### 4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) Reasons for the offer [ ]
- (ii) Estimated net proceeds: [ ]
- (iii) Estimated total expenses: [ ]

*(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)*

### 5. YIELD (*Fixed Rate Notes only*)

Indication of yield: [ ]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

### 6. PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE AND OTHER INFORMATION CONCERNING THE UNDERLYING (*Variable Notes only*)

[*Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained.*]

[*Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained.*]

[*Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.*]

[*N.B. Where an issue of Equity Linked Notes is to be redeemed by physical delivery of all or part of a Reference Asset and such Reference Asset is not listed on a regulated market, the Issuer will supplement the Prospectus to include any additional information about the Reference Asset that is required to enable the Issuer to comply with its disclosure obligations.*]

*[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Offering Circular under Article 16 of the Prospectus Directive.)]*

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

*(N.B. This paragraph 6 only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)*

## **7. PERFORMANCE OF RATE[S] OF EXCHANGE (Dual Currency Notes only)**

*[Need to include details of where past and future performance and volatility of the relevant rates can be obtained.]*

*[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Offering Circular under Article 16 of the Prospectus Directive.)]*

*(N.B. This paragraph 7 only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)*

## **8. OPERATIONAL INFORMATION**

- (i) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes/No]
- [Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [and registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is held under the New Safekeeping Structure for registered global securities] [include this text for Registered Notes which are to be held under the NSS.] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]
- (include this text if “yes” selected in which case Bearer Notes must be issued in NGN form.)*
- (ii) ISIN Code: [ ]
- (iii) Common Code: [ ]  
*(insert here any other relevant codes such as CUSIP and CINS numbers)*
- (iv) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- (v) Delivery: Delivery [against/free of] payment
- (vi) Names and addresses of additional Paying Agent(s) (if any): [ ]

## Form of Final Terms

*Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme pursuant to this Prospectus with a denomination of less than EUR 100,000 (or its equivalent in another currency).*

[Date]

**PLEASE CAREFULLY READ THE PROSPECTUS AND THE RISK FACTORS IN THE PROSPECTUS. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN FINANCIAL AND LEGAL ADVISORS ABOUT THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE NOTES AND THE SUITABILITY OF AN INVESTMENT IN THE NOTES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.**

**[ABBEEY NATIONAL TREASURY SERVICES  
/SANTANDER UK plc]**

**Issue of [Nominal Amount of Tranche] [Title of Notes]  
[Guaranteed by Santander UK plc]  
under the U.S.\$20,000,000,000  
Euro Medium Term Note Programme**

[The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (as defined below) (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes may only do so:

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in Paragraph 39 of Part A below, provided such person is one of the persons mentioned in Paragraph 39 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances].<sup>1</sup>

[The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (as defined below) (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances].<sup>2</sup>

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “Conditions”) set forth in the Prospectus dated [date] [and the supplement[s] to it dated [date(s)]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Prospectus[, as supplemented]. Full information on the Issuer[,

1. Consider adding this legend where a non-exempt offer of Notes is anticipated.  
2. Consider adding this legend where only an exempt offer of Notes is anticipated.



the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus[, as supplemented]. The Prospectus [and the supplement[s] to it] is [are] available for viewing at, and copies may be obtained from, the registered office of the Issuer [and the Guarantor].

*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus (or, if relevant, an Information Memorandum) with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “Conditions”) set forth in the Prospectus/[Information Memorandum] dated [original date] [and the supplement[s] to it dated [date(s)]] which are incorporated by reference in the Prospectus dated [current date] and are attached hereto. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”) and must be read in conjunction with the Prospectus dated [current date] [and the supplement[s] to it dated [date(s)]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus dated [current date] [and the supplement[s] to it dated [date(s)]]. Copies of such Information Memoranda and Prospectus [and the supplement[s] to [it] [them] are available for viewing, and copies may be obtained from, the registered office of the Issuer [and the Guarantor].

*[Include the following where the issue is Australian Domestic Notes:*

The Issuer is not a bank which is authorised under the Banking Act 1959 of the Commonwealth of Australia. The Notes are not the obligations of any government and in particular, are not guaranteed by the Commonwealth of Australia.]

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]*

*[When completing any Final Terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]*

- 1. (i) Issuer: [ ]
- (ii) Designated Branch (if Abbey National Treasury Services plc is the Issuer): [*Insert branch/Not Applicable*]
- (iii) Guarantor: [*Santander UK plc/Not Applicable*]
- 2. (i) Series Number: [ ]
- (ii) Tranche Number: [ ]
- (If fungible with an existing Series, insert details of that Series, including the date on which the Notes become fungible)*
- 3. Specified Currency or Currencies: [ ]
- 4. Nominal Amount:
  - (i) Tranche: [ ]
  - (ii) Series: [ ]
- 5. Issue Price of Tranche: [ ] per cent. of the Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
- 6. (i) Specified Denominations: [ ]
- (in the case of Registered Notes, this means the minimum integral amount in which transfers can be made)* [*In respect of issues of Australian Domestic Notes, the following wording should be used: “A\$[ ] and multiples thereof, subject to a minimum aggregate consideration of A\$500,000 per offeree or the offer not otherwise requiring disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act of Australia and the issue complying with the Bank Exemption Order No. 82 promulgated under the*

*Banking Act 1959 of the Commonwealth of Australia (which requires all offers and any transfers which occur in Australia to be for a consideration of at least A\$500,000)'']*

- (ii) Calculation Amount  
(Applicable to Notes in definitive form) [ ]  
(If only one Specified Denomination, insert the Specified Denomination.  
If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)
7. (i) Issue Date: [ ]  
(ii) Interest Commencement Date (if different from the Issue Date): [Specify date/Not Applicable]
8. Maturity Date: [Fixed Rate/any other note other than a Floating Rate Note — specify date  
Floating Rate — Interest Payment Date falling in or nearest to [specify month and year/specify other]]
9. Interest Basis: [Fixed Rate]  
[Floating Rate]  
[Zero Coupon/Discount]  
[Non-Interest Bearing]  
[Index Linked Interest]  
[Inflation Linked Interest]  
[Credit Linked Interest]  
[Equity Linked Interest]  
[Variable Interest]  
[specify other]  
(further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]  
[Index Linked Redemption]  
[Inflation Linked Redemption]  
[Credit Linked Redemption]  
[Equity Linked Redemption]  
[Variable Redemption]  
[Dual Currency]  
[Partly-Paid]  
[Instalment]  
[specify other]
11. Change of Interest Basis or Redemption/Payment Basis: [Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis]
12. Put/Call Options: [Investor Put]  
[Issuer Call]  
[(further particulars specified below)]
13. Date of [Board] approval for issuance of Notes [and Guarantee] obtained: [ ] [and [ ]], respectively  
  
(N.B.: Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)
14. Status of the Notes: [Senior/Subordinated]
15. Method of distribution: [Syndicated/Non-syndicated]

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16. Fixed Rate Note Provisions [Applicable/Not Applicable]  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Rate(s) of Interest: [ ] per cent. per annum [payable [annually/ semi-annually/quarterly] in arrear]  
*(If payable other than annually consider amending Condition 5)*
- (ii) Interest Payment Date(s): [ ] in each year
- (iii) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (iv) Business Day(s): [ ]  
Additional Business Centre(s): [ ]
- (v) Fixed Coupon Amount(s): [ ] per Calculation Amount  
*(Applicable to Notes in definitive form)*
- (vi) Broken Amount(s): *[Insert particulars of any initial or final broken interest amounts per Calculation Amount which do not correspond with the Fixed Coupon Amount[(s)]]*  
*(Applicable to Notes in definitive form)*
- (vii) Day Count Fraction: [30/360 [adjusted/unadjusted] or Actual/Actual (ICMA) [adjusted/unadjusted] or RBA Bond Basis or specify other]  
*(N.B.: if interest is not payable on a regular basis (for example, if there are Broken Amounts specified) Actual/Actual (ICMA) may not be a suitable Day Count Fraction)*
- (viii) Determination Date(s): [ ] in each year  
*[insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon] (This will need to be amended in the case of regular interest payment dates which are not of equal durations)*  
*(N.B.: Only relevant to Notes where Day Count Fraction is Actual/Actual (ICMA))*
- (ix) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/Give details]
17. Floating Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s)/ Interest Payment Dates: [ ]
- (ii) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Floating Rate Convention/ specify other]
- (iii) Business Day(s): [ ]  
Additional Business Centre(s): [ ]
- (iv) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/ Bank Bill Rate Determination/specify other]
- (v) Screen Rate Determination:  
(A) Reference Rate: [ ]  
*(Either LIBOR, EURIBOR or other, although additional information is required if other, including fallback provisions in the Agency Agreement)*

- (B) Interest Determination Date(s): [ ]  
*(Second London business day prior to the start of each Interest Period if LIBOR other than sterling, euro LIBOR or EURIBOR), first day of each Interest Period if sterling LIBOR and the second TARGET2 Settlement Day prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
- (C) Relevant Screen Page: [ ]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (vi) ISDA Determination:
- (A) Floating Rate Option: [ ]
- (B) Designated Maturity: [ ]
- (C) Reset Date: [ ]
- (vii) Margin(s): [plus/minus] [ ] per cent. per annum
- (viii) Minimum Rate of Interest: [ ] per cent. per annum
- (ix) Maximum Rate of Interest: [ ] per cent. per annum
- (x) Day Count Fraction: [Actual/Actual (ISDA)  
 Actual/Actual (ICMA)  
 Actual/365 (Fixed)  
 Actual/360  
 30/360  
 30E/360  
 30E/360 (ISDA)  
 Specify other]  
*(See Condition 5 for options)*  
 [adjusted/unadjusted]
- (xi) Determination Date(s): [ ]
- (xii) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [ ]
18. Zero Coupon/Discount Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Stated Yield: [ ] per cent. per annum
- (ii) Issue Price: [ ]
- (iii) Any other formula/basis of determining amount payable: [ ]  
*(Consider applicable Day Count Fraction if non U.S. dollar denominated)*
- (iv) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (v) Business Day(s): [ ]
- Additional Business Centre(s): [ ]

- (vi) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7(e)(ii) and 7(j)(ii) apply/specify other]
19. Non-Interest Bearing Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (ii) Business Day(s): [ ]
- Additional Business Centre(s): [ ]
20. Variable Interest Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Formula/Variable: [give or annex details]
- (ii) Provisions for determining coupon where calculated by reference to Index and/or Formula and/or other variable: [ ]
- (iii) Provisions for determining coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (iv) Interest Period(s)/ Interest Payment Dates: [ ]
- (v) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Floating Rate Convention/specify other]
- (vi) Business Day: [ ]
- Additional Business Centre(s): [ ]
- (vii) Minimum Rate of Interest: [ ] per cent. per annum
- (viii) Maximum Rate of Interest: [ ] per cent. per annum
- (ix) Day Count Fraction: [ ] [adjusted/unadjusted]
- (x) Determination Date(s): [ ]
21. Dual Currency Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give or annex details]
- (ii) Provisions applicable where calculation by reference to Rate of Exchange is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (iii) Person at whose option Specified Currency(ies) is/are payable: [ ]
- (iv) Business Day: [ ]
- Additional Business Centre(s): [ ]

## PROVISIONS RELATING TO REDEMPTION

22. Issuer Call [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [[The outstanding aggregate nominal amount of Notes in *[insert a currency i.e. HKD]*] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)/*specify other/ See Appendix*]
- (iii) If redeemable in part:
- (1) Minimum Redemption Amount: [[ ] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)/*specify other/See Appendix*]
- (2) Maximum Redemption Amount: [[ ] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)/*specify other/See Appendix*]
- (iv) Notice period (if other than as set out in the Conditions): [ ]  
*(N.B.: If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)*
23. Investor Put [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [[The outstanding aggregate nominal amount of Notes in *[insert a currency i.e. HKD]*] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)/*specify other/ See Appendix*]
- (iii) Notice period (if other than as set out in the Conditions): [ ]  
*(N.B.: If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)*
24. Final Redemption Amount: [[The outstanding aggregate nominal amount of Notes in *[insert a currency i.e. HKD]*] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)/*specify other/ See Appendix*]
- In the case of a Variable Redemption Note:
- (i) Index/Formula/Variable: [give or annex details]
- (ii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [ ]

- (iii) Determination Date: [ ]
- (iv) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [ ]
- (v) Minimum Final Redemption Amount: [[ ] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)]/specify other/See Appendix]
- (vi) Maximum Final Redemption Amount: [[ ] (if Notes are represented by a Global Note), [ ] per Calculation Amount (if Notes are in definitive form)]/specify other/See Appendix]
25. Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 7(f)): [ ]

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. Form of Notes: [Bearer Notes:  
Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for definitive Bearer Notes [on 60 days' notice given at any time/only upon an Exchange Event at the expense of the Issuer]].  
[Temporary Bearer Global Note exchangeable for definitive Bearer Notes on and after the Exchange Date.]  
[Permanent Bearer Global Note exchangeable for definitive Bearer Notes [on 60 days' notice given at any time/only upon an Exchange Event at the expense of the Issuer]].  
*(Notes shall not be physically delivered in Belgium except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of Belgian Law of 14 December 2005.)*  
*(Ensure that this is consistent with the wording in the "Form of the Notes" section in the Prospectus and the Notes themselves.)*  
[Registered Notes:  
Regulation S Global Note ([ ] of the Nominal Amount) registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg/CDS]/Rule 144A Global Note ([ ] of the Nominal Amount) registered in the name of a nominee for DTC]  
[Australian Domestic Notes]
27. New Global Note: [Yes/No]
28. Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes (and dates on which such Talons mature): [Yes/No *If yes, give details*]

29. Details relating to Partly-Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details]  
*(N.B.: new forms of Global Note may be required for Partly-Paid issues)*
30. Details relating to Instalment Notes:  
Instalment Amount: [Not Applicable/give details]  
Instalment Date(s): [Not Applicable/give details]
31. Redenomination: Redenomination [not] applicable  
*(if Redenomination is applicable, specify the terms of Redenomination in an Annex to the Final Terms)*
32. Other terms or special conditions: [Not Applicable/give details]  
*(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive)*
33. Calculation Agent: [insert name and address]
34. Determination Agent: [Not Applicable/give details]

## DISTRIBUTION

35. (i) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/give names and addresses of each entity acting as underwriter and its respective underwriting commitments]  
*(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)*
- (ii) Date of Subscription Agreement: [ ]
- (iii) Stabilising Manager(s) (if any): [Not Applicable/give name]  
*(N.B: Specify “Not Applicable” if the Notes are Australian Domestic Notes.)*
36. If non-syndicated, name and address of relevant Dealer: [Not Applicable/give name and address]
37. Total commission and concession: [ ] per cent. of the Nominal Amount
38. U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA D/TEFRA C/TEFRA not applicable]
39. Non exempt Offer: [Not Applicable] [An offer of the Notes may be made by the Managers [and [specify names of other financial intermediaries/placers making non-exempt offers, to the extent known OR consider a generic description of other parties involved in non-exempt offers (e.g. “other parties authorised by the Managers”) OR (if relevant) note that other parties may make non-exempt offers in the Public Offer Jurisdictions during the Offer Period, if not known]] (together with the Managers, the “Financial



Intermediaries”) other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant Member State(s) – which must be jurisdictions where the Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)] (“Public Offer Jurisdictions”) during the period from [specify date] until [specify date or a formula such as “the Issue Date” or “the date which falls [ ] Business Days thereafter”] (“Offer Period”). See further Paragraph 10 of Part B below]

*(N.B.: Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been notified/ passported.)*

40. Additional selling restrictions: [Not Applicable/give details]

**PURPOSE OF FINAL TERMS**

These Final Terms comprise the final terms for issue [and] [public offer in the Public Offer Jurisdictions] [and] [admission to trading on the London Stock Exchange’s Regulated Market and listing on the Official List of the UK Listing Authority] of the Notes described herein] pursuant to the U.S.\$20,000,000,000 Euro Medium Term Note Programme of Abbey National Treasury Services plc and Santander UK plc.

**RESPONSIBILITY**

The Issuer [and the Guarantor] accept[s] responsibility for the information contained in these Final Terms. [[ ] has been extracted from [ ]. The Issuer [and the Guarantor each] confirm[s] that such information has been accurately reproduced and that, so far as [they are / it is] aware and is/are able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of the Issuer [and the Guarantor]:

By: .....

*Duly authorised*

## PART B – OTHER INFORMATION

### 1. LISTING

- (i) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange’s Regulated Market and listing on the Official List of the UK Listing Authority with effect from [on or about [the Issue Date]].] [Not Applicable.]  
[Where documenting a fungible issue, need to include that original Notes are already admitted to trading.]
- (ii) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

Ratings:

The Notes are expected to have the following ratings:

[S & P: [ ]]

[Moody’s: [ ]]

[[Other]: [ ]]

[Standard & Poor’s Credit Market Services Europe Limited (“S&P”) is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

[Moody’s Investors Service Limited (“Moody’s”) is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

[The Notes to be issued [[have been]/[are expected to be]] rated [insert details] by [insert credit rating agency name(s)].]

[[Insert credit rating agency] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[[Insert credit rating agency] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

[[Insert credit rating agency] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended).]

[[Insert credit rating agency] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended). However, the application for registration under Regulation (EC) No. 1060/2009 (as amended) of [insert

*the name of the relevant EU CRA affiliate that applied for registration], which is established in the European Union, disclosed the intention to endorse credit ratings of [insert credit rating agency]. While notification of the corresponding final endorsement decision has not yet been provided by the relevant competent authority, the European Securities and Markets Authority has indicated that ratings issued in third countries may continue to be used in the European Union by relevant market participants for a transitional period ending on 30 April 2012.)]*

*[[Insert credit rating agency] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended). The ratings [[have been]/[are expected to be]] endorsed by [insert the name of the relevant EU-registered credit rating agency] in accordance with Regulation (EC) No. 1060/2009 (as amended). [Insert the name of the relevant EU-registered credit rating agency] is established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended).]*

*[[Insert credit rating agency] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended), but it is certified in accordance with such Regulation.]*

### 3. PUBLIC OFFERS

- Offer Period: [ ] to [ ]  
 [ ]
- Offer Price: [ ]
- Conditions to which the offer is subject: [ ]
- Description of the application process: [ ]
- Details of the minimum and/or maximum amount of application: [ ]
- Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [ ]
- Details of the method and time limits for paying up and delivering the Notes: [ ]
- Manner and date in which results of the offer are to be made public: [ ]
- Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [ ]
- Categories of potential investors to which the Notes are offered: [ ]
- Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [ ]
- Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [ ]

Name(s) and address(es) to the extent [ ] known to the Issuer, of the placers in the various countries where the offer takes place:

#### 4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the Dealer[s], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. *(Amend as appropriate if there are other interests)*]

*[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]*

#### 5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) Reasons for the offer [ ]

*(See “Use of Proceeds” wording in Prospectus if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)*

(ii) Estimated net proceeds: [ ]

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*

(iii) Estimated total expenses: [ ]

*[Include breakdown of expenses] (If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)*

#### 6. YIELD (*Fixed Rate Notes only*)

Indication of yield: [ ]

*[Calculated as [include details of method of calculation in summary form] on the Issue Date.]*

*The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.*

#### 7. HISTORIC INTEREST RATES (*Floating Rate Notes only*)

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters and/or Bloomberg].

#### 8. PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING (*Variable Notes only*)

*[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]*

*(N.B. The requirements below only apply if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)*

*[Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained.]*

*[Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained.]*

*[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]*

*[N.B. Where an issue of Equity Linked Notes is to be redeemed by physical delivery of all or part of a Reference Asset and such Reference Asset is not listed on a regulated market, the Issuer will supplement the Prospectus to include any additional information about the Reference Asset that is required to enable the Issuer to comply with its disclosure obligations.]*

*[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]*

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]

## **9. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (Dual Currency Notes only)**

*[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]*

*(N.B. The requirement below only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)*

*[Need to include details of where past and future performance and volatility of the relevant rates can be obtained.]*

*[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]*

## **10. OPERATIONAL INFORMATION**

(i) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes/No]

[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [and registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is, held under the New Safekeeping Structure for registered global securities] [include this text for Registered Notes which are to be held under the NSS] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

*(include this text if “yes” selected in which case Bearer Notes must be issued in NGN form.)*

(ii) ISIN Code: [ ]

(iii) Common Code: [ ]

*(insert here any other relevant codes such as CUSIP and CINS numbers)*

- (iv) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- (v) Delivery: Delivery [against/free of] payment
- (vi) Names and addresses of additional Paying Agent(s) (if any): [ ]

## TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Form of the Notes" for a description of the content of the applicable Final Terms which will specify which of such terms are to apply in relation to the relevant Notes. References in these Terms and Conditions to "Final Terms" mean a tranche of Notes issued pursuant to this Prospectus.

This Note is one of a Series (as defined below) of Notes issued by Abbey National Treasury Services plc ("ANTS") (which may act through a Designated Branch) or Santander UK plc (each an "Issuer" and together the "Issuers") constituted by (a) in the case of Notes other than Notes denominated in Australian dollars and issued by Abbey National Treasury Services plc in the domestic Australian capital markets ("Australian Domestic Notes"), a Trust Deed dated 12 November, 1999 (the "Principal Trust Deed") as modified and restated by a First Supplemental Trust Deed dated 8 November, 2000 (the "First Supplemental Trust Deed"), as further modified by a Second Supplemental Trust Deed dated 28 March, 2001, as further modified and restated by a Third Supplemental Trust Deed dated 2 November, 2001, as further modified by a Fourth Supplemental Trust Deed dated 5 December, 2002, as further modified by a Fifth Supplemental Trust Deed dated 19 March, 2003, as further modified by a Sixth Supplemental Trust Deed dated 29 March, 2004, as further modified and restated by a Seventh Supplemental Trust Deed dated 11 April, 2005, as further modified and restated by an Eighth Supplemental Trust Deed dated 5 August, 2005, as further modified and restated by a Ninth Supplemental Trust Deed dated 22 June, 2006, as further modified and restated by a Tenth Supplemental Trust Deed dated 18 May, 2007, as further modified and restated by an Eleventh Supplemental Trust Deed dated 26 March, 2008, as further modified and restated by a Twelfth Supplemental Trust Deed dated 14 April, 2009, as further modified and restated by a Thirteenth Supplemental Trust Deed dated 5 May, 2010, as further modified and restated by a Fourteenth Supplemental Trust Deed dated 20 April, 2011 and as further modified and restated by a Fifteenth Supplemental Trust Deed dated 18 April, 2012 (the Principal Trust Deed as modified and/or restated by such Supplemental Trust Deeds and as further modified and/or restated from time to time, the "Trust Deed") and made between *inter alios* Abbey National Treasury Services plc, and Santander UK plc as Issuers, Santander UK plc as guarantor (the "Guarantor") and The Law Debenture Trust Corporation p.l.c. (the "Trustee", which expression shall include any successor as trustee) as trustee for the holders of the Notes (the "Noteholders" or "holders", which expressions shall mean, in relation to Notes in definitive bearer form, the bearers thereof and, in relation to Notes in definitive registered (or inscribed) form, the persons in whose names such Notes are registered and shall, in relation to Notes represented by a Global Note, be construed as provided below) or (b) in the case of Australian Domestic Notes, the Deed Poll (as defined in Condition 1).

References in these Terms and Conditions to the "Issuer" shall be to the Issuer of the Notes specified in the applicable Final Terms (including, in the case of Notes issued by Abbey National Treasury Services plc, any Designated Branch thereof specified in the applicable Final Terms).

References herein to the "Notes" shall be references to the Notes of this Series and shall mean:

1. any global note (a "Global Note") and in relation to any Notes represented by a Global Note, units of the lowest Specified Denomination in the Specified Currency;
2. any definitive Notes in bearer form; and
3. any definitive Notes in registered (or inscribed) form.

The Notes, the Receipts (as defined below) and the Coupons (as defined below) also have the benefit of, in the case of Notes other than Australian Domestic Notes, an Agency Agreement dated 5 May, 2010 which further amends and restates the agency agreements dated 12 November, 1999, 8 November, 2000, 2 November, 2001, 5 December, 2002, 19 March, 2003, 29 March, 2004, 11 April, 2005, 5 August, 2005, 22 June, 2006 and 14 April, 2009 (the "Agency Agreement") whereby the

Issuers and the Guarantor appoint Citibank, N.A., London as issuing and principal paying agent, agent bank, exchange agent (the “Exchange Agent”, which expression shall include any successor exchange agent) and as a transfer agent, (the “Principal Paying Agent”, which expression shall include any successor paying agent, agent bank, exchange agent and transfer agent), Citigroup Global Markets Deutschland AG as registrar (the “Registrar”, which expression shall include any successor registrar), the other paying agents named therein (together with the Principal Paying Agent, the “Paying Agents”, which expression shall include any additional or successor paying agents), the other transfer agents named therein (together with the Principal Paying Agent in its capacity as a transfer agent, the “Transfer Agents”, which expression shall include any additional or successor transfer agents) and the Trustee.

Notes denominated in Canadian dollars (“Canadian Notes”) also have the benefit of a sub-paying agency agreement dated 5 May, 2010 (the “Sub-Paying Agency Agreement”) between ANTS, the Guarantor, the Principal Paying Agent, the Registrar, BNY Trust Company of Canada (the “Canadian Agent”, which expression shall include any successor Canadian agent) and the Trustee.

Payments in respect of Australian Domestic Notes issued by ANTS will be made under a Registry Services Agreement dated on or around 14 April, 2009 between Computershare Investor Services Pty Limited (ABN 48 078 279 277) and ANTS (as amended, supplemented or replaced from time to time or otherwise specified in the Final Terms) (“Registry Services Agreement”).

References to the “Calculation Agency Agreement” and “Determination Agency Agreement” are to the calculation agency agreement or determination agency agreement (as the case may be) which may be entered into between the Issuer, the Guarantor, the calculation agent or, as the case may be, the determination agent to be appointed thereby (the “Calculation Agent” and the “Determination Agent”, respectively) and the Trustee, the form of which is contained in Schedule 1 to the Agency Agreement.

In the case of Australian Domestic Notes:

- (i) references to the “Calculation Agency Agreement” and “Determination Agency Agreement” are to the Registry Services Agreement or any other calculation agency agreement or determination agency agreement entered into by ANTS in relation to Australian Domestic Notes; and
- (ii) references to “Calculation Agent” or “Determination Agent” are to the Australian Registrar or any other agent appointed under the Calculation Agency Agreement or Determination Agency Agreement (as applicable) in relation to any Australian Domestic Notes.

Interest bearing definitive Bearer Notes (as defined below) (unless otherwise indicated in the applicable Final Terms) have interest coupons (“Coupons”) and, if indicated in the applicable Final Terms, talons for further Coupons (“Talons”) attached on issue. Any reference in these Terms and Conditions to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Bearer Notes repayable in instalments have receipts (“Receipts”) for the payment of the instalments of principal (other than the final instalment) attached on issue. Registered Notes (as defined below) and Global Notes do not have Receipts, Coupons or Talons attached on issue.

The applicable Final Terms for this Note (or the relevant provisions thereof) is attached to or endorsed on this Note and supplements these Terms and Conditions.

Any reference in these Terms and Conditions to “Receiptholders” shall mean the holders of the Receipts and any reference herein to “Couponholders” shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, “Tranche” means Notes which are identical in all respects (including as to listing) and “Series” means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed, the Agency Agreement and the Sub-Paying Agency Agreement are available for inspection during normal business hours at the registered office for the time being of the Trustee and at the specified office of each of the Principal Paying Agent, the Registrar, the other Paying Agents, the Transfer Agents and the Canadian Agent (such agents and the Registrar being together referred to as the “Agents”). Copies of the applicable Final Terms are obtainable during



normal business hours at the specified office of the Principal Paying Agent, and from the registered office of the Guarantor save that, if this Note is an unlisted Note of any Series, the applicable Final Terms will only be available for inspection by a Noteholder holding one or more unlisted Notes of that Series and such Noteholder must produce evidence satisfactory to the Trustee, the Principal Paying Agent or, as the case may be, the Guarantor as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, are bound by, and are entitled to the benefit of, all the provisions of the Trust Deed, the Deed Poll (if applicable), the Agency Agreement, the Sub-Paying Agency Agreement (if applicable) the applicable Final Terms and any other documents specified in the applicable Final Terms which are applicable to them. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Agency Agreement and (if applicable) the Sub-Paying Agency Agreement.

Words and expressions defined in the Trust Deed or the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement or (if applicable) the Sub-Paying Agency Agreement, the Trust Deed shall prevail and, in the event of inconsistency between the Trust Deed, the Agency Agreement or (if applicable) the Sub-Paying Agency Agreement and the applicable Final Terms, the applicable Final Terms shall prevail.

### **1. Form, Denomination and Title**

The Notes are in bearer form (“Bearer Notes”) or in registered (or inscribed) form (“Registered Notes”) as specified in the applicable Final Terms in the Specified Currency and the Specified Denomination(s) and, in the case of definitive Notes, serially numbered. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

This Note may be an Index Linked Redemption Note, an Inflation Linked Redemption Note, a Credit Linked Redemption Note, an Equity Linked Redemption Note, a Dual Currency Note, an Instalment Note, a Partly-Paid Note or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Final Terms.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon/Discount Note, a Non-Interest Bearing Note, an Index Linked Interest Note, an Inflation Linked Interest Note, a Credit Linked Interest Note, an Equity Linked Interest Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Index Linked Redemption Notes, Inflation Linked Redemption Notes, Credit Linked Redemption Notes, Equity Linked Redemption Notes, Dual Currency Notes and other Notes where the Redemption Amount is variable are referred to as “Variable Redemption Notes”. Index Linked Interest Notes (together with Index Linked Redemption Notes, “Index Linked Notes”), Inflation Linked Interest Notes (together with Inflation Linked Redemption Notes, “Inflation Linked Notes”), Credit Linked Interest Notes (together with Credit Linked Redemption Notes, “Credit Linked Notes”), Equity Linked Interest Notes (together with Equity Linked Redemption Notes, “Equity Linked Notes”) and other Notes (excluding Floating Rate Notes) where the rate of interest is variable are referred to as “Variable Interest Notes”. Variable Redemption Notes and Variable Interest Notes are collectively referred to as “Variable Notes”.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon/Discount Notes or Non-Interest Bearing Notes in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

Subject as set out below, title to the Bearer Notes, Receipts and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement and, in the case of Canadian Notes, the Sub-Paying Agency Agreement or, in the case of Australian Domestic Notes, in accordance with the provisions of the Deed Poll (as defined below) and the Registry Services Agreement. The Issuer, the Guarantor, the Trustee and any Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note, Receipt or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes are represented by a Bearer Global Note or a Regulation S Global Note held by or on behalf of or, as the case may be, registered in the name of a common nominee for, Euroclear Bank S.A./N.V. (“Euroclear”) and/or Clearstream Banking, société anonyme (“Clearstream, Luxembourg”) (or, as the case may be, a nominee for the common safekeeper), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or, as the case may be, the registered holder of the relevant Regulation S Global Note shall be treated by the Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

For so long as any of the Notes are represented by a Rule 144A Global Note registered in the name of The Depository Trust Company of New York (“DTC”) or its nominee, each person who is for the time being shown in the records of DTC or such nominee as the holder of a particular nominal amount of such Notes shall be treated by the Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on, or voting, giving consents or making requests in respect of, such nominal amount of such Notes, for which purpose DTC or, in the case of payments only, its nominee shall be treated by the Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of such Registered Global Note, and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

For so long as any of the Notes is represented by a Regulation S Global Note registered in the name of CDS Clearing and Depository Services Inc. (“CDS”) or its nominee, each person who is for the time being shown in the records of CDS or such nominee as the holder of a particular nominal amount of such Notes shall be treated by the relevant Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on, or voting, giving consents or making requests in respect of, such nominal amount of such Notes, for which purpose the registered holder of the relevant Regulation S Global Note shall be treated by the relevant Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of such Regulation S Global Note; and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

Interests in a Global Note will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear, Clearstream, Luxembourg and CDS, as the case may be. References to DTC, Euroclear, Clearstream, Luxembourg and/or CDS shall, whenever the context so permits, be deemed to include a reference to any successor operator and/or successor clearing system and/or any additional or alternative clearing system specified in the applicable Final Terms or otherwise approved by the Issuer, the Guarantor, the Principal Paying Agent (and, in the case of Canadian Notes, the Canadian Agent), the Registrar and the Trustee.

In the case of Australian Domestic Notes, the following provisions of this Condition 1 shall apply in lieu of the foregoing provisions of this Condition 1 in the event of any inconsistency. Australian Domestic Notes are debt obligations of the Issuer owing under the Deed Poll dated on or around 14 April, 2009 executed by Abbey National Treasury Services plc as Issuer in favour of the relevant Noteholders and the Trustee, as amended, supplemented or replaced from time to time (the “Deed Poll”) and take the form of entries in a register (the “Australian Register”) to be maintained by Computershare Investor Services Pty Limited (ABN 48 078 279 277) or such other Australian registrar appointed by the Issuer and specified in the applicable Final Terms (the “Australian Registrar”). Although Australian Domestic Notes will not be constituted by the Trust Deed, Australian Domestic Notes will have the benefit of the guarantee from the Guarantor and the other provisions of the Trust Deed. The Agency Agreement is not applicable to Australian Domestic Notes. The Registry Services Agreement applies to Australian Domestic Notes.

Australian Domestic Notes will not be serially numbered. Each entry in the Australian Register constitutes a separate and individual acknowledgement to the relevant Noteholder of the indebtedness of the Issuer to the relevant Noteholder. No certificate or other evidence of title will be issued by or on behalf of the Issuer to evidence title to an Australian Domestic Note unless the Issuer determines that certificates should be made available or it is required to do so pursuant to any applicable law or regulation.

No Australian Domestic Note will be registered in the name of more than four persons. Such Note registered in the name of more than one person is held by those persons as joint holders. Australian Domestic Notes will be registered by name only without reference to any trusteeship. The person registered in the Australian Register as a holder of an Australian Domestic Note will be treated by the Issuer, the Trustee and the Australian Registrar as the absolute owner of that Australian Domestic Note and none of the Issuer, the Guarantor, the Trustee or the Australian Registrar will, except as ordered by a court or as required by statute, be obliged to take notice of any other claim to an Australian Domestic Note.

Australian Domestic Notes will be eligible for lodgement into the Austraclear System operated by Austraclear Limited (ABN 94 002 060 773) (“Austraclear”). Australian Domestic Notes held in the Austraclear System will be held in the name of Austraclear. Title to Australian Domestic Notes held in the Australian System will be determined in accordance with its rules and regulations. In the case of an Australian Domestic Note held in the Austraclear System, “Noteholder” shall mean Austraclear.

## **2. Transfers of Registered Notes**

### ***(a) Transfers of interests in Registered Global Notes***

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear, Clearstream, Luxembourg or CDS, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Registered Notes in definitive form or for a beneficial interest in another Registered Global Note only in the authorised denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear, Clearstream, Luxembourg or CDS, as the case may be and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Rule 144A Global Note shall be limited to transfers of such Rule 144A Global Note, in whole but not in part, to a nominee of DTC or to a successor of DTC or such successor’s nominee.

### ***(b) Transfers of Registered Notes in definitive form***

Subject as provided in Condition 2 (e), (f) and (g) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part in the authorised denominations set out in the applicable Final Terms. In order to effect any such transfer:

- (i) the holder or holders must:
  - (a) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing, and
  - (b) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent, and
- (ii) the Registrar or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 4 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to

comply with any applicable fiscal or other laws or regulations) authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Registered Note in definitive form for the same aggregate nominal amount as the Registered Note (or the relevant part of the Registered Note) transferred. In the case of a transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent by uninsured mail to such address as the transferor may request.

*(c) Transfers of Australian Domestic Notes*

Conditions 2(a) and (b) do not apply to Australian Domestic Notes. Australian Domestic Notes may be transferred in whole but not in part. Australian Domestic Notes will be transferred by duly completed and (if applicable) stamped transfer and acceptance forms in the form specified by, and obtainable from, the Australian Registrar or by any other manner approved by the Issuer and the Australian Registrar. Notes entered in the Austraclear System (as defined below) will be transferable only in accordance with the Austraclear Regulations (as defined below).

Unless the Australian Domestic Notes are lodged in the Austraclear System, application for the transfer of Australian Domestic Notes must be made by the lodgement of a transfer and acceptance form with the Australian Registrar. Each transfer and acceptance form must be accompanied by such evidence (if any) as the Australian Registrar may require to prove the title of the transferor or the transferor's right to transfer the Australian Domestic Notes and must be signed by both the transferor and the transferee.

Australian Domestic Notes will be eligible for lodgment into the Austraclear System. Australian Domestic Notes held in the Austraclear System will be held in the name of Austraclear. Title to Australian Domestic Notes held in the Austraclear System will be determined in accordance with the Austraclear Regulations.

The transferor of an Australian Domestic Note remains the Noteholder of that Australian Domestic Note until the name of the transferee is entered in the Australian Register in respect of that Australian Domestic Note. Transfers will not be registered later than eight days prior to the Maturity Date of any Australian Domestic Note.

Notes may only be transferred within Australia if (a) the aggregate consideration payable by the transferee at the time of transfer is at least A\$500,000 (disregarding moneys lent by the transferor or its associates) or the offer or invitation giving rise to the transfer otherwise does not require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act 2001 of the Commonwealth of Australia, and (b) the transfer is in compliance with the Banking (Exemption) Order No. 82 promulgated under the Banking Act 1959 of the Commonwealth of Australia ("Order No. 82") and any other applicable laws, regulations or directives. Australian Domestic Notes may only be transferred to or from Australia if (a) the aggregate consideration payable by the transferee at the time of transfer is at least A\$500,000 (disregarding moneys lent by the transferor or its associates) or the offer or invitation giving rise to the transfer otherwise does not require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act 2001 of the Commonwealth of Australia, (b) the transfer is in compliance with Order No. 82 and any other applicable laws, regulations or directives, and (c) the transfer is in compliance with the laws of the jurisdiction in which the transfer takes place. Australian Domestic Notes may only be transferred between persons in a jurisdiction or jurisdictions other than Australia if (i) a transfer and acceptance form is signed outside Australia, and (ii) the transfer is in compliance with the laws of the jurisdiction in which the transfer takes place. A transfer to an unincorporated association is not permitted.

In this Condition 2(c):

"Austraclear" means Austraclear Limited (ABN 94 002 060 773).

"Austraclear Regulations" means the regulations known as the "Austraclear System Regulations" established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System.

"Austraclear System" means the system operated by Austraclear for holding securities and the electronic recording and settling of transactions in those securities between members of that system.

***(d) Registration of transfer upon partial redemption***

In the event of a partial redemption of Notes under Condition 7, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

***(e) Costs of registration***

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by normal uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

***(f) Transfers of interests in Regulation S Global Notes***

Prior to expiry of the applicable Distribution Compliance Period (as defined below), transfers by the holder of, or of a beneficial interest in, a Regulation S Global Note to a transferee in the United States or who is a U.S. person will only be made:

- (i) upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate with the consent of the Issuer (a “Transfer Certificate”), copies of which are available from the specified office of the Registrar or any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or
- (ii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

In the case of paragraph (i) above, such transferee may take delivery through a Restricted Note in global or definitive form. After expiry of the applicable Distribution Compliance Period (i) beneficial interests in Regulation S Global Notes may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (ii) such certification requirements will no longer apply to such transfers.

***(g) Transfers of interests in Restricted Notes***

Transfers of Restricted Notes or beneficial interests therein may be made:

- (i) to a transferee who takes delivery of such interest through a Regulation S Global Note, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or
- (ii) to a transferee who takes delivery of such interest through a Restricted Note where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or
- (iii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

Upon the transfer, exchange or replacement of Restricted Notes, or upon specific request for removal of any United States securities law legend en faced on Restricted Notes, the Registrar shall deliver only Restricted Notes or refuse to remove such legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither such legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

**(h) Exchanges and transfers of Registered Notes generally**

Holders of Registered Notes in definitive form (other than Australian Domestic Notes) may exchange such Notes for interests in a Registered Global Note of the same type at any time.

**(i) Definitions**

In this Condition, the following expressions shall have the following meanings:

“Distribution Compliance Period” means the period that ends 40 days after the completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue);

“QIB” means a “qualified institutional buyer” within the meaning of Rule 144A;

“Regulation S” means Regulation S under the Securities Act;

“Regulation S Global Note” means a Registered Global Note representing Notes sold outside the United States in reliance on Regulation S;

“Restricted Note” means a Note represented by a Rule 144A Global Note or a Note issued in registered form in exchange or substitution therefor;

“Rule 144A” means Rule 144A under the Securities Act;

“Rule 144A Global Note” means a Registered Global Note representing Notes sold in the United States to QIBs pursuant to Rule 144A;

“Securities Act” means the United States Securities Act of 1933, as amended; and

“U.S. person” has the meaning ascribed to it in Regulation S.

**3. Status of the Notes and the Guarantee**

**(a) Status of the Senior Notes**

If the Notes are specified as Senior Notes in the applicable Final Terms, the Notes and the relative Receipts and Coupons (if any) are direct, unconditional and unsecured obligations of the Issuer ranking *pari passu* and without any preference among themselves and (subject to any applicable statutory provisions) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer.

**(b) Status of the Subordinated Notes**

- (i) If the Notes are specified as Subordinated Notes in the applicable Final Terms, the Notes and the related Receipts and Coupons (if any) constitute direct, unsecured and subordinated obligations of the Issuer and the rights and claims of the Noteholders, the Receiptholders and Couponholders against the Issuer rank and will rank, without preference among themselves, at least *pari passu* with all other Subordinated Liabilities of the Issuer from time to time outstanding but will rank ahead of the holders of any Subordinated Liabilities of the Issuer whose claims rank or are expressed to rank junior to the Notes, the Receipts and Coupons. The rights and claims of the Noteholders, the Receiptholders and Couponholders will, in the event of the winding up of the Issuer or the appointment of an administrator of the Issuer where the administrator has given notice that the administrator intends to declare and distribute a dividend, be subordinated in right of payment in the manner provided in the Trust Deed to all Senior Liabilities of the Issuer. Accordingly, payment of any amount (whether principal, interest, damages or otherwise) in respect of the Notes, the Receipts and Coupons in such winding up or after such notice has been given by an administrator, as the case may be, is conditional upon, at the time of payment by the Issuer and immediately thereafter, the Issuer being solvent and, accordingly, no such amount which would otherwise fall due for payment shall be payable except to the extent that the Issuer could make such payment and still be solvent immediately thereafter.
- (ii) For the purposes of Condition 3(b)(i), the Issuer shall be solvent if it is able to pay its Senior Liabilities in full, and in determining whether the Issuer is solvent for the purpose of this paragraph, there shall be disregarded obligations which are not payable or capable of being established or determined in the Insolvency of the Issuer.

For the purposes of Condition 3(b)(i), a report given at any relevant time by the Issuer's Insolvency Officer, in form and substance acceptable to the Regulatory Authority, shall, in the absence of manifest error, be treated and accepted by the Regulatory Authority, the Issuer, the Trustee and the Noteholders, Receiptholders and Couponholders as correct and sufficient evidence of the Issuer's solvency or insolvency.

(iii) To the extent permitted by English law no Noteholder, Receiptholder or Couponholder shall retain or set off or purport to retain or set off at any time or exercise any right of counterclaim in respect of any amount payable by it to the Issuer against any amount due in respect of the Notes, the Receipts or Coupons and each Noteholder, Receiptholder and Couponholder shall, by virtue of being the holder of any Notes or, as the case may be, Receipts or Coupons, be deemed to have waived all such rights of retention, set-off or counterclaim, and each Bondholder, Receiptholder or Couponholder shall immediately pay an amount equal to any retention or set-off in breach of this Condition 3(b)(iii) to the Issuer and such retention or set-off shall be deemed not to have occurred.

(iv) In these Terms and Conditions:

“Group” means Santander UK plc and its subsidiaries;

“Insolvency” means the winding-up or administration (in England but not elsewhere) of the Issuer;

“Insolvency Officer” means and includes any person duly appointed to administer and distribute assets of the Issuer in the cause of the Issuer's insolvency;

“Liabilities” means, in respect of any person, all present and future sums, liabilities and obligations payable or owing by it in respect of indebtedness (whether actual or contingent, jointly or severally, or otherwise howsoever);

“Regulatory Authority” means the Financial Services Authority and any of its successor regulatory authorities or authority (including, without limitation, the Financial Conduct Authority and the Prudential Regulation Authority) having primary supervisory authority with respect to the Issuer and/or the Group;

“Senior Liabilities” means all liabilities of the Issuer except subordinated liabilities; and

“Subordinated Liabilities” means the Notes and any relative Coupons and all other Liabilities of the Issuer in respect of indebtedness which is both unsecured and subordinated by its terms in right of payment to unsubordinated Liabilities of the Issuer in any Insolvency of the Issuer.

**(c) Status of the Guarantee**

*This Condition 3(c) applies only to Senior Notes issued by Abbey National Treasury Services plc*

The payment of the principal, and interest (if any) in respect of the Notes and all other moneys payable by the Issuer under or pursuant to the Trust Deed and, in the case of Australian Domestic Notes, the Deed Poll has been unconditionally and irrevocably guaranteed by the Guarantor in the Trust Deed. The obligations of the Guarantor under such guarantee constitute direct, unconditional and unsecured obligations of the Guarantor (ranking *pari passu* and without any preference among themselves and (subject to any applicable statutory provisions) at least equally with all other present and future outstanding unsecured and unsubordinated obligations of the Guarantor, but, in the event of insolvency, only to the extent permitted by laws relating to creditors' rights.

**4. Negative Pledge**

This condition has been deleted intentionally.

**5. Interest**

**(a) Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date (which unless otherwise specified in the applicable Final Terms shall be the Issue Date) at the rate(s) per annum equal to the Rate(s) of Interest payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on

such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

Except in the case of Notes in definitive form where a Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

“sub-unit” means with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

***(b) Interest on Floating Rate Notes and Variable Interest Notes***

*(i) Interest Payment Dates*

Each Floating Rate Note and Variable Interest Note bears interest from (and including) the Interest Commencement Date (which unless otherwise specified in the applicable Final Terms shall be the Issue Date) and such interest will be payable in arrear on either:

- (A) the Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no express Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Interest Payment Date specified in the applicable Final Terms an “Interest Payment Date”) which falls the number of months or other period specified as the Interest Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

*(ii) Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Variable Interest Notes will be determined in the manner specified in the applicable Final Terms.

*(A) ISDA Determination for Floating Rate Notes*

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph

“ISDA Rate” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes, (the “ISDA Definitions”) and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period specified in the applicable Final Terms; and
- (3) unless otherwise stated in the applicable Final Terms, the relevant Reset Date is the first day of that Interest Period.

For the purposes of this sub-paragraph (A), “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity” and “Reset Date” have the meanings given to those terms in the ISDA Definitions.



*(B) Screen Rate Determination for Floating Rate Notes*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

*(C) Bank Bill Rate Determination for Australian Domestic Notes*

Where, in relation to an issue of Australian Domestic Notes, Bank Bill Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant Bank Bill Rate.

For the purposes of this sub-paragraph (C):

- (1) “Bank Bill Rate”, for an Interest Period, means the average mid rate for Bills having a tenor closest to the Interest Period as displayed on the “BBSW” page of the Reuters Monitor System on the first day of that Interest Period as determined by the Calculation Agent.

However, if the average mid rate is not displayed on 10.30 am (Sydney time) on that day, or if it is displayed but the Calculation Agent determines that there is an obvious error in that rate, “Bank Bill Rate” means the rate determined by the Calculation Agent in good faith at approximately 10.30 am (Sydney time) on that day, having regard, to the extent possible, to the mid rate of the rates otherwise bid and offered for bank accepted Bills of that tenor at or around that time (including any displayed on the “BBSY” page of the Reuters Monitor System); and

- (2) “Bill” has the meaning given to it in the Bills of Exchange Act 1909 of Australia and a reference to the acceptance of a Bill to be interpreted in accordance with that Act.

*(iii) Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specify a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

*(iv) Determination of Rate of Interest and calculation of Interest Amounts*

The Principal Paying Agent or, where specified in the applicable Final Terms, the Calculation Agent, in the case of Floating Rate Notes, and the Calculation Agent or, where specified in the

applicable Final Terms, the Determination Agent, in the case of Variable Interest Notes, will at, or as soon as practicable after, each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Variable Interest Notes, the Calculation Agent or Determination Agent (as applicable) will notify the Principal Paying Agent or, in the case of Australian Domestic Notes, the Australian Registrar of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Calculation Agent or Determination Agent (as applicable) will calculate the amount of interest (the "Interest Amount") payable on the Floating Rate Notes and Variable Interest Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes or Variable Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Floating Rate Notes or Variable Interest Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note or an Variable Interest Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount, and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

*(v) Notification of Rate of Interest and Interest Amounts*

The Principal Paying Agent (or, in the case of Australian Domestic Notes, the relevant Calculation Agent or Determination Agent) will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and, if required by applicable law or regulation, any stock exchange or other relevant authority on which the relevant Floating Rate Notes or Variable Interest Notes are for the time being listed or by which they have been admitted to listing and, if applicable, notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will, if required by applicable law or regulation, be promptly notified to each stock exchange or other relevant authority on which the relevant Floating Rate Notes or Variable Interest Notes are for the time being listed or by which they have been admitted to listing and to the Noteholders in accordance with Condition 14. For the purposes of this paragraph, the expression "London Business Day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

*(vi) Determination or Calculation by Trustee*

If for any reason at any relevant time the Principal Paying Agent or, as the case may be, the Calculation Agent or the Determination Agent (as applicable) defaults in its obligation to determine the Rate of Interest or the Calculation Agent or the Determination Agent (as applicable) defaults in its obligation to calculate any Interest Amount in accordance with sub-paragraph (ii)(A) or (B) above or as otherwise specified in the applicable Final Terms, as the case may be, and in each case in accordance with paragraph (iv) above, the Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition 5, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances. In making any such determination or calculation, the Trustee may appoint and rely on a determination or calculation by a calculation agent or a determination agent (which shall be an investment bank or other suitable entity of international repute). Each such determination or calculation shall be deemed to have been made by the Principal Paying Agent, the Calculation Agent or the Determination Agent, as applicable.

*(vii) Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(b), whether by the Principal Paying Agent or, if applicable, the Calculation Agent or the Determination Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Trustee, the Principal Paying Agent and (as applicable) the Calculation Agent or the Determination Agent, the other Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Guarantor, the Noteholders, the Receiptholders or the Couponholders shall attach to the Principal Paying Agent or (as applicable) the Calculation Agent or the Determination Agent or the

Trustee in connection with the exercise or non-exercise by it of any of its powers, duties and discretions pursuant to such provisions.

***(c) Interest on Dual Currency Notes***

In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest payable shall be determined in the manner specified in the applicable Final Terms.

***(d) Interest on Partly-Paid Notes***

In the case of Partly-Paid Notes (other than Partly-Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Final Terms.

***(e) Accrual of interest***

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date fixed for its redemption unless (other than in the case of Australian Domestic Notes) payment of principal is improperly withheld or refused or in the case of Australian Domestic Notes, payment on the due date is improperly withheld or not made. In such event, interest will continue to accrue as provided in Condition 7(k).

***(f) Business Day, Business Day Conventions, Day Count Fractions and other adjustments***

In these Terms and Conditions, "Business Day" means a day which is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London (or, in respect of Australian Domestic Notes, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney and Melbourne) and any Additional Business Centre specified in the applicable Final Terms; and
- (ii) either
  - (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London); or
  - (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "TARGET2 System") is operating (a "TARGET2 Settlement Day").

If a Business Day Convention is specified in the applicable Final Terms and if any Interest Payment Date, Maturity Date or any other date (as specified in the applicable Final Terms) would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) the Following Business Day Convention, such Interest Payment Date, Maturity Date or any other date (as specified in the applicable Final Terms) shall be postponed to the next day which is a Business Day; or
- (2) the Modified Following Business Day Convention, such Interest Payment Date, Maturity Date or any other date (as specified in the applicable Final Terms) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar

month, in which event such Interest Payment Date, Maturity Date or any other date (as specified in the applicable Final Terms) shall be brought forward to the immediately preceding Business Day; or

- (3) the Preceding Business Day Convention, such Interest Payment Date, Maturity Date or any other date (as specified in the applicable Final Terms) shall be brought forward to the immediately preceding Business Day; or
- (4) in any case where Interest Periods are specified in accordance with Condition 5(b)(i)(B) above, the Floating Rate Convention, the Interest Payment Date:
  - (i) shall be postponed to the next day which is a Business Day and (A) each subsequent Interest Payment Date shall be the day that numerically corresponds with such Business Day, in the month which falls the Interest Period after the preceding applicable Interest Payment Date unless (B) such Business Day would thereby fall into the next calendar month, in which event (C) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (D) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Interest Period after the preceding applicable Interest Payment Date; or
  - (ii) in the case where there is no numerically corresponding day in the calendar month on which an Interest Payment Date should occur, shall be the last day that is a Business Day in the relevant month and the provisions of Condition 5(b)(i)(B) above of this paragraph shall apply *mutatis mutandis*.

“Day Count Fraction” means, in respect of the calculation of an amount of interest for any Interest Period:

- (1) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:
  - (a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the “Accrual Period”) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
  - (b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
    - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
- (2) if “Actual/Actual ISDA” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (3) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (4) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

- (5) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (6) if “30E/360” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (7) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

- (8) if “RBA Bond Basis” is specified in the applicable Final Terms, one divided by the number of Interest Payment Dates in each twelve-month period (or, where the calculation period does not constitute an Interest Period, one divided by the number of Interest Payment Dates in each twelve-month period multiplied by the actual number of days in the calculation period divided by the number of days in the Interest Period ending on the next Interest Payment Date).
- (9) or such other Day Count Fraction as may be specified in the applicable Final Terms.

“Determination Period” means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

“Interest Period” means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If “adjusted” is specified in the applicable Final Terms in the Day Count Fraction item, interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date and calculated from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, as such Interest Payment Date shall, where applicable, be adjusted in accordance with the Business Day Convention.

If “unadjusted” is specified in the applicable Final Terms in the Day Count Fraction item, interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date, as adjusted in accordance with the Business Day Convention, but shall be calculated in respect of the period from (and including) a Period End Date (or the Interest Commencement Date) to (but excluding) the next (or first) Period End Date. For the purpose of this paragraph “Period End Date” means an Interest Payment Date prior to any modification as result of any Business Day Convention.

## **6. Payments**

### **(a) Method of payment**

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency; and
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to: (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction, but without prejudice to the provisions of Condition 8; and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing a governmental approach thereto, and neither the Issuer nor the Guarantor (as the case may be) shall be required to pay any additional amounts under Condition 8 (*Taxation*) on account of any such deduction or withholding described in this limb (ii).

Any reference in these Terms and Conditions to payment of any sums in respect of the Notes (including, in respect of Variable Notes, Physically-Settled Notes) shall be deemed to include, as applicable, delivery of assets if so provided in the applicable Final Terms and references to paid and payable shall be construed accordingly.

**(b) Presentation of definitive Bearer Notes, Receipts and Coupons**

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Payments of instalments of principal (if any) in respect of definitive Bearer Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in paragraph (a) above against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Bearer Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the definitive Bearer Note to which it appertains. Receipts presented without the definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes in definitive bearer form (other than Variable Notes or Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Variable Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "Long Maturity Note" is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against presentation and surrender of the relevant definitive Bearer Note.

**(c) Payments in respect of Bearer Global Notes**

Payments of principal and interest (if any) in respect of Notes represented by any Bearer Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes or otherwise in the manner specified in the relevant Bearer Global Note, where applicable, against presentation or surrender, as the case may be, of such Bearer Global Note at the specified office of any Paying Agent outside the United States. A record of each payment, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Note either by the Paying Agent to which it was presented, and such record shall be *prima facie* evidence that the payment in question has been made, or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

No payments of principal, interest or other amounts due in respect of a Bearer Global Note will be made by mail to an address in the United States or by transfer to an account maintained in the United States.

***(d) Payments in respect of Registered Notes***

*This Condition 6(d) does not apply to Australian Domestic Notes.*

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents or (in the case of Canadian Notes) the Canadian Agent. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the "Register") (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg or any other relevant clearing system are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth calendar day before the relevant due date (in each case, the "Record Date"). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the nominal amount of the Notes held by a holder is less than U.S.\$100,000 (or its equivalent), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, "Designated Account" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "Designated Bank" means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

All amounts payable to DTC or its nominee as registered holder of a Rule 144A Global Note in respect of Notes denominated in a Specified Currency other than U.S. dollars shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of the Exchange Agent on behalf of DTC or its nominee for payment in such Specified Currency for conversion into U.S. dollars in accordance with the provisions of the Agency Agreement.

None of the Issuer, the Guarantor, the Trustee and the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.



***(e) Payments in respect of Australian Domestic Notes***

The Australian Registrar will act as principal paying agent for Australian Domestic Notes pursuant to a Registry Services Agreement (such Registry Services Agreement as amended and/or supplemented and/or restated from time to time, the "Registry Services Agreement") dated on or around 14 April, 2009 between the Issuer and the Australian Registrar.

Payments of principal and interest will be made in Australia in Australian dollars to the persons registered at the close of business on the relevant Record Date (as defined below) as the holders of such Notes, subject in all cases to normal banking practice and all applicable laws and regulations or if so required by the Trustee by notice in writing following the occurrence of an Event of Default (as defined in Condition 10) or Potential Event of Default (as defined in the Trust Deed) or following receipt by the Trustee of any money which it proposes to pay under Clause 10 of the Trust Deed, to the Trustee in Australia.

Payments to Noteholders in respect of each Australian Domestic Note will be made:

- (i) if the Australian Domestic Note is held by Austraclear and entered in the Austraclear System, by crediting on the relevant Interest Payment Date, the Maturity Date or other date on which payment is due the amount then due to the account or accounts to which payments should be made in accordance with the Austraclear System Regulations or as otherwise agreed with Austraclear; and
- (ii) if the Australian Domestic Note is not held by Austraclear and entered in the Austraclear System, by cheques drawn on an Australian bank dispatched by post on the relevant payment date at the risk of the Noteholder or, by crediting on the relevant payment date, the amount then due to an account in Australia previously notified by the relevant Noteholder(s) to ANTS and the Australian Registrar, or in any other manner in Australia which the Australian Registrar and the Noteholder agree.

In the case of payments made by electronic transfer, payments will for all purposes be taken to be made when the Australian Registrar gives irrevocable instructions in Australia for the making of the relevant payment by electronic transfer, being instructions which would be reasonably expected to result, in the ordinary course of banking business, in the funds transferred reaching the account of the Noteholder and, in the case of accounts maintained in Australia, reaching the account on the same day as the day on which the instructions are given.

If a cheque posted or an electronic transfer for which irrevocable instructions have been given by the Australian Registrar is shown, to the satisfaction of the Australian Registrar, not to have reached the Noteholder and the Australian Registrar is able to recover the relevant funds, the Australian Registrar may make such other arrangements as it thinks fit for the effecting of the payment in Australia.

If a payment cannot be made in accordance with the foregoing because appropriate account details have not been provided, ANTS or the Guarantor, as the case may be, shall have no further obligation to make the relevant payment until the Australian Registrar has received such details together with a claim for payment and evidence to its satisfaction of the entitlement of the payee. No interest or other amount will be payable in respect of any delay in payment as a result of such details not being provided.

Interest will be calculated in the manner specified in Condition 5 above and will be payable to the persons who are registered as Noteholders at the close of business on the relevant Record Date and cheques will be made payable to the Noteholder (or, in the case of joint Noteholders, to the first-named) and sent to his registered address, unless instructions to the contrary are given by the Noteholder (or, in the case of joint Noteholders, by all the Noteholders) in such form as may be prescribed by the Australian Registrar. Payments of principal will be made to, or to the order of, the persons who are registered as Noteholders at the close of business on the relevant Record Date, subject, if so directed by the Australian Registrar, to receipt from them of such instructions as the Australian Registrar may require.

In this Condition 6(e), Record Date means, in the case of payments of principal or interest, the close of business in the city where the Register is located on the date which is the eighth calendar day before the due date of the relevant payment of principal or interest.

**(f) General provisions applicable to payments**

For so long as the Notes of a Series are listed on the Official List and admitted to trading on the London Stock Exchange's market for listed securities and for so long as the rules of the UK Listing Authority so require, the Issuer shall procure that there is a Paying Agent approved in writing by the Trustee in the City of London for the payment of principal and interest, if any, on the Notes.

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer or, as the case may be, the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of DTC, Euroclear, Clearstream, Luxembourg or CDS as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to DTC, Euroclear or Clearstream, Luxembourg or CDS, as the case may be, for his share of each payment so made by the Issuer or, as the case may be, the Guarantor to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the Guarantor, adverse tax consequences to the Issuer or the Guarantor.

**(g) Payment Days**

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day and shall not be entitled to any further payment in respect of such delay. "Payment Day" means any day which (subject to Condition 9):

- (i) is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) (i) in respect of Notes in definitive form only, in the relevant place of presentation, (ii) in the case of Canadian Notes, in the city of Toronto, or, (iii) in respect of Australian Domestic Notes, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney and Melbourne; or
- (ii) in the case of any payment in respect of a Rule 144A Global Note denominated in a Specified Currency other than U.S. dollars and registered in the name of DTC or its nominee and in respect of which an accountholder of DTC (with an interest in such Rule 144A Global Note) has elected to receive any part of such payment in U.S. dollars, a day on which commercial banks are not authorised or required by law or regulation to be closed in New York City; and
- (iii) is a Business Day as defined in Condition 5(f).

**(h) Interpretation of principal and interest**

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 8;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Notes redeemable in instalments, the Instalment Amounts;

- (vi) in relation to Zero Coupon/Discount Notes, the Amortised Face Amount (as defined in Condition 7(f)); and
- (vii) any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8.

## **7. Redemption and Purchase**

### **(a) Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below or in the applicable Final Terms, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

### **(b) Subordinated Notes Redemption Conditions**

In the case of Subordinated Notes, any redemption or purchase of the Subordinated Notes (except in the case of redemption on the Maturity Date) is:

- (i) subject to the Issuer giving written notice to the Regulatory Authority at least one month prior to (i) giving notice to Noteholders pursuant to Conditions 7(c) or 7(d) or (ii) such purchase, as the case may be (or such other period of notice as the Regulatory Authority may from time to time require or accept and, in any event, provided that any such notice is required to be given) and:
  - (a) other than in the case of (b) below, with the consent of, or, as applicable, receiving no objection from, the Regulatory Authority if required by the Regulatory Authority; or
  - (b) in the case of any redemption of the Notes pursuant to Condition 7(c)(i) prior to the fifth anniversary of the Issue Date of the Notes, receiving a waiver from the Regulatory Authority; and
- (ii) subject to the Issuer (both at the time of, and immediately following, the redemption or purchase) being in compliance with the capital resources requirements applicable to it from time to time (and a certificate from any two directors of the Issuer confirming such compliance shall be conclusive evidence of such compliance).

### **(c) Redemption for tax reasons**

If the Issuer or the Guarantor satisfies the Trustee immediately prior to the giving of the notices referred to below that, on the occasion of the next payment due under the Notes, either:

- (i) the Issuer would be required to pay additional amounts as provided under Condition 8 or to account to any taxing authority in the taxing jurisdiction of any territory in which the Issuer is incorporated or resident for taxation purposes for any amount (other than tax withheld or deducted from interest payable on the Notes) calculated by reference to any amount payable in respect of the Notes, and, in the case of the Subordinated Notes which are to be redeemed (as referred to below) prior to the fifth anniversary of the Issue Date of the Notes, such requirement has arisen as a result of a Tax Law Change (as defined below); or
- (ii) the Guarantor would be unable for reasons outside its control to procure payment by the Issuer and in making such payment itself would be required to pay additional amounts or to account to any taxing authority in the United Kingdom for any amount as aforesaid; or
- (iii) if the Issuer is not incorporated or resident for taxation purposes in the United Kingdom, the Guarantor would be required to deduct or withhold amounts for or on account of any taxes of whatever nature imposed or levied by or on behalf of the United Kingdom in making any payment of any sum to the Issuer required to enable the Issuer to make a payment in respect of the Notes or to account to any taxing authority in the United Kingdom for any amount calculated by reference to the amount of any such sum to be paid to the Issuer,

then the Issuer may having given not less than 30 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), redeem all, but not some only, of the Notes at any time (if this Note is neither a Floating Rate Note nor a Variable Interest Note) or on the next Interest Payment Date (in the case of Floating Rate Notes or Variable Interest Notes). Upon the expiry of such notice the Issuer shall be bound to redeem the Notes accordingly.

Notes redeemed pursuant to this Condition 7(c) will be redeemed at their Early Redemption Amount determined pursuant to Condition 7(f) below.

“Tax Law Change” means, in relation to any Subordinated Notes:

- (a) any introduction or enactment of, or any change or amendment to, the laws of the United Kingdom or any other jurisdiction or territory in which the Issuer is incorporated or resident for taxation purposes (or any political subdivision or authority therein or thereof having the power to tax) including without limitation any legislation of the United Kingdom or such other jurisdiction or territory, any regulations promulgated by any authority in or of the United Kingdom or such other jurisdiction or territory having the power to tax and any treaty to which the United Kingdom or such other jurisdiction or territory is a party; and
- (b) any introduction or pronouncement of, or any change or amendment to, any official application or interpretation of any of the laws referred to in sub-paragraph (a) above (including, without limitation, any of the legislation, regulations or treaties referred to in sub-paragraph (a) above) or any decision of any court or tribunal relating to the same, including without limitation any pronouncement by any relevant tax authority of a position with respect to the application or interpretation of the same which differs from the previously generally accepted position in relation to securities which are capable of constituting Lower Tier 2 Capital or which differs from any specific written confirmation given by any relevant tax authority in respect of the Subordinated Notes or any guarantee thereof,

in each case taking effect, proposed or announced after the date of the issue of the relevant Subordinated Notes.

“Lower Tier 2 Capital” has the meaning given to it from time to time by the Regulatory Authority.

***(d) Redemption at the option of the Issuer (Issuer Call)***

If Issuer Call is specified in the applicable Final Terms, the Issuer may, having given not less than 15 nor more than 30 days' notice (or such other period of notice as may be specified in the applicable Final Terms to the Trustee, the Principal Paying Agent, the Noteholders, and in the case of a redemption of Registered Notes, the Registrar, (which notice shall be irrevocable and shall specify the date fixed for redemption), and in the case of Subordinated Notes, the satisfaction of the Subordinated Notes Redemption Conditions set out in Condition 7(b) redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount (if any). In the case of a partial redemption of Notes, the Notes to be redeemed (“Redeemed Notes”) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of DTC and/or Euroclear and/or Clearstream, Luxembourg and/or CDS, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the “Selection Date”). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days (or such shorter period as is specified in the applicable Final Terms) prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 at least five days (or such shorter period as is specified in the applicable Final Terms) prior to the Selection Date.

***(e) Redemption at the option of the Noteholders (Investor Put)***

*This Condition 7(e) applies to Senior Notes only.*

If Investor Put is specified in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 14 not less than 15 nor more than 30 days' notice (or such other period of notice as is specified in the applicable Final Terms) (which notice shall be irrevocable) the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified, or determined in the manner specified, in the applicable Final Terms, in whole (but not, in the case of a Bearer Note in definitive form, in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. Registered Notes may be redeemed under this Condition 7(e) in any multiple of their lowest Specified Denomination. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

If this Note is in definitive form, to exercise the right to require redemption of this Note, the holder of this Note must deliver such Note at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes other than Australian Domestic Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a "Put Notice") and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2(b).

The provisions of this Condition 7(e) in relation to Registered Notes apply equally to the Australian Domestic Notes except that it shall not be necessary to deposit a certificate in connection with this option in respect of an Australian Domestic Note.

***(f) Early Redemption Amounts***

For the purpose of Condition 7(c) above and Condition 10, each Note will be redeemed (unless otherwise specified in the applicable Final Terms) at its Early Redemption Amount calculated as follows:

- (i) in the case of a Note other than a Zero Coupon/Discount Note and a Variable Note (but including any Instalment Note or Partly-Paid Note) at the outstanding nominal amount together with interest accrued to (but excluding) the date fixed for redemption;
- (ii) in the case of a Zero Coupon/Discount Note, at an amount (the "Amortised Face Amount") equal to the nominal amount of the Note multiplied by the sum of:
  - (A) the Issue Price; and
  - (B) the product of the Issue Price and the Stated Yield compounded annually from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and payable;
- (iii) in the case of a Variable Note, at an amount determined by the Calculation Agent or the Determination Agent (as applicable) that would on the due date for redemption have the effect of preserving for the holder of the Note the economic equivalent of the obligation of the Issuer to make the payment of the:
  - (A) Final Redemption Amount on the Maturity Date; and
  - (B) an amount or amounts representing the interest that is due as at the date of redemption.

***(g) Instalments***

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (f) above.

**(h) Partly-Paid Notes**

Partly-Paid Notes will be redeemed at maturity in accordance with the provisions of the applicable Final Terms. In the case of Early Redemption, the Early Redemption Amount will be determined pursuant to Condition 7(f)(i) above.

**(i) Purchases**

The Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor may at any time purchase Notes (provided that, in the case of definitive Bearer Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith and in the case of Subordinated Notes such purchases are carried out in accordance with Condition 7(b)) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer or the Guarantor, surrendered to any Paying Agent and/or the Registrar and/or (in the case of Canadian Notes) the Canadian Agent for cancellation or, in the case of the Australian Domestic Notes, cancelled by the Australian Registrar.

**(j) Cancellation**

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and Notes purchased and cancelled pursuant to paragraph (i) above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold. Cancellation of an Australian Domestic Note will be taken to have occurred, upon redemption of the Note, on an entry being made in the Australian Register that the Note has been redeemed or cancelled or transferred to ANTS.

**(k) Late payment**

If any amount payable in respect of any Note is improperly withheld or refused upon its becoming due and repayable or is paid after its due date or on or after accelerated maturity following an Event of Default (as defined in Condition 10a and 10b), the amount due and repayable in respect of such Note (the "Late Payment") shall itself accrue interest (both before and after any judgment or other order of a court of competent jurisdiction) from (and including) the date on which such payment was improperly withheld or refused or, as the case may be, became due, to (but excluding) the Late Payment Date in accordance with the following provisions:

- (i) in the case of a Note other than a Zero Coupon/Discount Note, a Non-Interest Bearing Note or a Variable Note (but including an Instalment Note or Partly-Paid Note) at the rate determined in accordance with Condition 5(a) or 5(b), as the case may be;
- (ii) in the case of a Zero Coupon/Discount Note, at a rate equal to the Stated Yield; and
- (iii) in the case of a Non-Interest Bearing Note or a Variable Note, at a rate calculated by the Calculation Agent so as to reasonably compensate the holder of the Note for the cost of funding the delay in receiving the Late Payment,

in each case on the basis of the Day Count Fraction specified in the applicable Final Terms or, if none is specified, on a 30/360 basis.

For the purpose of this paragraph (k) the "Late Payment Date" shall mean the earlier of:

- (A) the date which the Trustee determines to be the date on which, upon further presentation of the relevant Note, payment of the full amount (including interest as aforesaid) in the relevant currency in respect of such Note is to be made; and
- (B) the seventh day after notice is given to the relevant Noteholder(s) (whether individually or in accordance with Condition 14) that the full amount (including interest as aforesaid) in the relevant currency in respect of such Note is available for payment,

provided that in the case of both (A) and (B), upon further presentation thereof being duly made, such payment is made.

**Interpretation**

In relation to Australian Domestic Notes, references in this Condition 7 to the "Principal Paying Agent", "Paying Agent" or "Registrar" shall be deemed to be the Australian Registrar.

## **8. Taxation**

All payments of principal and interest in respect of the Notes, Receipts and Coupons by the Issuer or (as the case may be) the Guarantor will be made without withholding of or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed or levied by or on behalf of the United Kingdom or the taxing jurisdiction of any territory in which the Issuer is incorporated or resident for taxation purposes, or any political subdivision of either of the same or by any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event the Issuer or the Guarantor (as the case may be) will pay such additional amounts as may be necessary in order that the net amounts receivable by the holders after such withholding or deduction shall equal the respective amounts of principal, and interest, if applicable, which would have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of any requirement to make such withholding or deduction, except that no such additional amounts shall be payable in relation to any payment with respect to any Note, Receipt or Coupon:

- (i) presented for payment by, or by a third party on behalf of, a holder who (a) would be able to avoid such withholding or deduction by satisfying any statutory requirements or by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority but fails to do so, or (b) is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the above-mentioned taxing jurisdiction of the Issuer (in the case of payments by the Issuer) or the United Kingdom (in the case of payments by the Guarantor) other than the mere holding of such Note, Receipt or Coupon; or
- (ii) where such Note, Receipt or Coupon is presented for payment in the jurisdiction in which the Issuer or the Guarantor is incorporated or resident for tax purposes or in the United Kingdom; or
- (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any law implementing or complying with or introduced in order to conform to any European Union Directive on the taxation of savings income implementing the conclusions of the ECOFIN Council meeting of 26 to 27 November 2000 or any agreement between the European Community and any other jurisdiction providing for equivalent measures; or
- (iv) presented for payment by, or on behalf of, a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union; or
- (v) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days, assuming that day had been a Payment Day if that day was not in fact a Payment Day.

The “Relevant Date” means the date on which the payment in respect of the Note, Receipt or Coupon first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Principal Paying Agent or the Trustee or (in the case of Canadian Notes) the Canadian Agent on or prior to such date, the “Relevant Date” means the date on which such moneys shall have been so received and notice to that effect shall have been given to the Noteholders in accordance with Condition 14.

## **9. Prescription**

The Notes and, if applicable, the Receipts and Coupons (which for this purpose shall not include Talons) will become void unless claims in respect of principal and/or interest are made or, in the case of Australian Domestic Notes, unless payment is otherwise claimed within a period of 10 years in the case of principal and five years in the case of interest from the Relevant Date (as defined in Condition 8) relating hereto. The Issuer shall be discharged from its obligation to pay principal on a Registered Note (other than an Australian Domestic Note) to the extent that the relevant Registered Note certificate has not been surrendered to the Registrar by, or a cheque which has been duly despatched in the Specified Currency remains uncashed at, the end of the period of 10 years from the Relevant Date in respect of such payment. The Issuer shall be discharged from its obligation to pay interest on a Registered Note to the extent that a cheque which has been duly

despatched in the Specified Currency remains uncashed at the end of the period of five years from the Relevant Date in respect of such payment. There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6(b) or any Talon which would be void pursuant to Condition 6(b).

## **10. Events of Default and Enforcement**

### ***(a) Events of Default in relation to Senior Notes***

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject in each case to being indemnified to its satisfaction), give notice to the Issuer that the Notes are, and they shall accordingly thereby become, immediately due and repayable each at their Early Redemption Amount (determined pursuant to Condition 7(f)) together with accrued interest as provided in Condition 7(k), in any of the following events (“Events of Default”):

- (i) if default is made for a period of 14 days or more in the payment of any principal or interest due in respect of the Notes or any of them, provided that it shall not be such a default to refuse or withhold any such payment in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction. Where there is doubt as to the validity or applicability of any such law, regulation or order, it shall not be such a default to refuse or withhold any such payment in accordance with advice given at any time during the said period of 14 days by independent legal advisers acceptable to the Trustee; or
- (ii) if the Issuer or the Guarantor fails to perform or observe any of its other obligations under the Notes or the Trust Deed and (except where the Trustee considers such failure to be incapable of remedy when no such continuation or notice as is hereinafter referred to will be required) such failure continues for the period of 30 days (or such longer period as the Trustee may permit) next following the service by the Trustee on the Issuer or the Guarantor, as the case may be, of notice requiring the same to be remedied; or
- (iii) if an effective resolution is passed or an order is made for the winding up or dissolution of the Issuer or the Guarantor (except for the purposes of a reconstruction or amalgamation the terms of which have previously been approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders),

provided that, in the case of an Event of Default described in paragraph (ii) above, the Trustee shall have certified to the Issuer that such Event of Default is, in its opinion, materially prejudicial to the interests of the Noteholders.

### ***(b) Events of Default and Enforcement in relation to Subordinated Notes***

In the case of Subordinated Notes, if the Issuer shall not make any payment in respect of the Notes for a period of 14 days or more after the due date for the same, the Issuer shall be considered to be in default under the Trust Deed, the Notes and the Coupons and the Trustee may, notwithstanding the provisions of this Condition 10(b), institute proceedings in England (but not elsewhere) for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer for such payment, provided, however, that the Trustee may only take any such action on or after the failure by the Issuer to make payment as described in this Condition 10(b) but, save as provided below, may take no further or other action to enforce, prove or claim for any such payment.

The Trustee may at its discretion and without further notice institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition or provision binding on the Issuer under the Trust Deed, the Notes or the Coupons (other than any payment obligation of the Issuer under or arising from the Trust Deed, the Notes or the Coupons) provided that the Issuer shall not by virtue of the institution of any such proceedings be obliged to pay any sum or sums relating to the Notes or Coupons including principal, interest, expenses or damages sooner than the same would otherwise have been payable by it.

If, otherwise than for the purposes of reconstruction or amalgamation on terms previously approved in writing by the Trustee, an order is made or an effective resolution is passed for the winding-up of the Issuer, the Trustee may at its discretion give notice to the Issuer that the Notes



are, and they shall accordingly immediately become, due and repayable at their Early Redemption Amount, together with accrued interest as provided in the Trust Deed.

The Trustee shall not be bound to take any of the actions referred to in this Condition 10(b) to enforce the obligations of the Issuer under the Trust Deed, the Notes or the Coupons or any other action under the Trust Deed or the Notes unless (i) it shall have been so requested by an Extraordinary Resolution of the Noteholders or in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured to its satisfaction.

No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer or to prove in the winding-up of the Issuer unless the Trustee, having become so bound to proceed or being able to prove in such case winding-up, fails to do so within a reasonable period and such failure shall be continuing, in which case the Noteholder, Receiptholder or Couponholder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise under this Condition 10(b). Any such proceedings brought by any Noteholder, Receiptholder or Couponholder shall be brought in the name of the Trustee, subject to such Noteholder, Receiptholder or Couponholder indemnifying the Trustee to its satisfaction.

No remedy against the Issuer, other than as referred to in this Condition 10(b), shall be available to the Trustee or the Noteholders, Receiptholders or Couponholders, whether for the recovery of amounts owing in respect of the Notes or under the Trust Deed or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Notes or under the Trust Deed (other than amounts owing in respect of the Trustee's remuneration, costs, expenses and funds due to the Trustee personally).

## **11. Replacement of Notes, Receipts, Coupons and Talons**

*This Condition 11 does not apply to Australian Domestic Notes.*

Should any Note or, if applicable, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed it may be replaced, in the case of Bearer Notes, Receipts or Coupons, at the specified office of the Principal Paying Agent or, in the case of Registered Notes, at the specified office of the Registrar (or in any case such other place of which notice shall have been given to the Noteholders in accordance with Condition 14) upon payment in any such case by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes or, if applicable, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## **12. Agents**

The names of the initial Agents and their initial specified offices are set out below.

The Issuer is entitled, subject to the prior written approval of the Trustee, to vary or terminate the appointment of any Agent or the Australian Registrar and/or approve any change in the specified office through which any Agent or the Australian Registrar acts and/or, subject to prior consultation with the Trustee, appoint additional or other Agents or Australian Registrars, provided that:

- (a) there will at all times be a Principal Paying Agent and a Registrar;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Note other than Australian Domestic Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;
- (c) there will at all times be a Paying Agent with a specified office in a city approved by the Trustee in continental Europe other than any such jurisdiction in which the Issuer or the Guarantor is incorporated or resident for tax purposes;
- (d) so long as any of the Rule 144A Global Notes payable in a Specified Currency other than U.S. dollars are held through DTC or its nominee, there will at all times be an Exchange Agent with a specified office in London;
- (e) so long as any Australian Domestic Notes are outstanding, there will at all times be an Australian Registrar; and
- (f) so long as any Canadian Notes are outstanding, there will at all times be a Canadian Agent.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6(f). Any variation, termination, appointment or change relating to the Notes shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14.

In acting under the Agency Agreement (and, if applicable, the Sub-Paying Agency Agreement) and the Registry Services Agreement, respectively, the Agents and the Australian Registrar, act solely as agents or, as the case may be, registrars of the Issuer and the Guarantor and, in certain circumstances, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders, Receiptholders or Couponholders. The Agency Agreement and the Sub-Paying Agency Agreement contain provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

The Issuer undertakes that, it will ensure that it maintains a Paying Agent with a specified office in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26 to 27 November, 2000 or any law implementing, or complying with, or introduced in order to conform to, any such Directive PROVIDED THAT under no circumstances shall the Issuer be obliged to maintain a Paying Agent with a specified office in such Member State unless at least one European Member State does not require a Paying Agent making payments through a specified office in that Member State to so withhold or deduct tax.

The Issuer also undertakes that if the European Community reaches an agreement with any jurisdiction of the nature referred to in Condition 8(iii), the Issuer will ensure that it maintains a Paying Agent with a specified office in a jurisdiction that will not be obliged to withhold or deduct tax pursuant to that agreement PROVIDED THAT there is at least one such jurisdiction.

### **13. Exchange of Talons**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

### **14. Notices**

All notices regarding the Bearer Notes will be deemed to be validly given if published in one leading English language daily newspaper of general circulation in London. It is expected that such publication will be made in the *Financial Times* in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or any other relevant authority on which the Bearer Notes are for the time being listed or by which they have been admitted to listing. Any such notice will be deemed to have been given on the date of the first publication. If publication as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register or the Australian Register where applicable and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or admitted to listing by any other relevant authority and the rules of that stock exchange or other relevant authority so require, the relevant notice will be published in a daily newspaper of general circulation in the place or places required by the rules of that stock exchange or other relevant authority. In addition, notices regarding Australian Domestic Notes shall also be published in a leading daily newspaper of general circulation in Australia. It is expected that such notices will normally be published in *The Australian Financial Review*. Any such notice will be deemed to have been given on the date of such publication. If the giving of notice as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Until such time as any definitive Notes are issued, notice may be given (so long as any Global Notes representing the Notes are held in their entirety on behalf of DTC, Euroclear, Clearstream,

Luxembourg and/or CDS (and so long as the rules of any stock exchange on which the Notes are listed, or the rules of any other relevant authority by which the Notes have been admitted to listing, permit)) by delivery of the relevant notice to DTC, Euroclear, Clearstream, Luxembourg and/or CDS (instead of by way of publication or mailing) for communication by them to the holders of the Notes provided that, in addition, for so long as any Notes are listed on a stock exchange or admitted to listing by any other relevant authority and the rules of that stock exchange or other relevant authority so require, such notice will be published in a daily newspaper of general circulation in a place or places required by the rules of that stock exchange or other relevant authority. Any such notice shall be deemed to have been given to the holders of the Notes the day after the day on which the said notice was given to DTC, Euroclear, Clearstream, Luxembourg and/or CDS as the case may be.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes), the Registrar (in the case of Registered Notes other than Canadian Notes), the Canadian Agent (in the case of Canadian Notes) or the Australian Registrar (in the case of Australian Domestic Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent, the Canadian Agent or the Registrar through DTC, Euroclear, Clearstream, Luxembourg and/or CDS, as the case may be, in such manner as the Principal Paying Agent, the Canadian Agent, the Registrar and DTC, Euroclear, Clearstream, Luxembourg and/or CDS, as the case may be, may approve for this purpose.

#### **15. Meetings of Noteholders, Modification, Waiver, Determination and Substitution**

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of the provisions of these Terms and Conditions, the Notes, the Receipts, the Coupons or any of the provisions of the Trust Deed or the Deed Poll. Such a meeting may be convened by the Issuer, the Guarantor or the Trustee and shall be convened by the Issuer at the request of Noteholders holding not less than ten per cent. in nominal amount of the Notes for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of these Terms and Conditions, the Notes, the Receipts, the Coupons, the Trust Deed or the Deed Poll, the quorum shall be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting one or more persons holding or representing not less than one-third, in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Trustee may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (a) any modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of these Terms and Conditions, the Notes, the Receipts, the Coupons, the Trust Deed, the Registry Services Agreement or the Deed Poll or, in the case of modification, the Agency Agreement or the Sub-Paying Agency Agreement which, in the opinion of the Trustee, is not materially prejudicial to the interests of the Noteholders; or
- (b) any modification of any of the provisions of these Terms and Conditions, the Notes, the Receipts, the Coupons, the Trust Deed, the Registry Services Agreement or the Deed Poll which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of applicable law.

The Issuer and the Principal Paying Agent or the Canadian Agent (in the case of Canadian Notes) or the Australian Registrar (in the case of Australian Domestic Notes) may agree, without the consent of the Trustee, the Noteholders, Receiptholders or Couponholders, to any modification of any of the provisions of any applicable Final Terms which is of a formal, minor or technical nature or is made to correct a manifest error.

The Trustee may also determine, without the consent of the Noteholders, the Receiptholders or the Couponholders, that any Event of Default or Potential Event of Default (as defined in the Trust

Deed) shall not be treated as such if the Trustee is satisfied that so to do will not be materially prejudicial to the interests of the Noteholders.

Subject as provided in the Trust Deed, the Trustee, if it is satisfied that so to do would not be materially prejudicial to the interests of the Noteholders, may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to the substitution of (i) the Guarantor or any other person or persons incorporated in any country in the world in place of the Issuer as principal debtor under the Trust Deed, the Deed Poll (where applicable), the Notes and, if applicable, the Receipts and Coupons provided that, except in the case of the substitution of the Guarantor, the obligations of such substitute as principal debtor under the Trust Deed, the Deed Poll (where applicable), the Notes and, if applicable, the Receipts and Coupons shall be guaranteed by the Guarantor in such form as the Trustee may require or (ii) any successor company of the Guarantor in place of the Guarantor as guarantor in respect of the Trust Deed, the Deed Poll (where applicable), the Notes and, if applicable, the Receipts and Coupons. The Trustee may also agree without the consent of the Noteholders, Receiptholders or Couponholders to the addition of another company as an issuer of Notes under the Programme and the Trust Deed. Any such addition shall be subject to the relevant provisions of the Trust Deed and to such amendment thereof and such other conditions as the Trustee may require.

In connection with the exercise by it of any of its trusts, powers, authorities or discretions (including, but without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders, Receiptholders or Couponholders (whatever their number) and, in particular, but without limitation, shall not have regard to the consequences (including any tax consequences) of such exercise for individual Noteholders, Receiptholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, the Guarantor or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders, Receiptholders or Couponholders except, in the case of the Issuer and the Guarantor, to the extent provided for in Condition 8 and/or any undertaking given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

Any such modification, waiver, authorisation, determination, substitution or addition as aforesaid shall be binding on the Noteholders, the Receiptholders and the Couponholders and, unless the Trustee agrees otherwise, any such modification or substitution shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

## **16. Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the issue price and date of issue thereof and the amount and date of the first payment of interest thereon and so as to be consolidated and form a single series with the outstanding Notes. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of notes of other Series in certain circumstances where the Trustee so decides.

## **17. Notice to the Regulatory Authority**

In respect of Subordinated Notes, no modification to these Terms and Conditions or any other provisions of the Trust Deed shall become effective unless the Issuer shall have given at least one month's prior written notice to, and received no objection from, the Regulatory Authority, or such other period of notice as the Regulatory Authority may from time to time require or accept and, in any event, provided that there is a requirement to give such notice.

## **18. Enforcement**

At any time after the Notes or any of them shall have become immediately due and repayable and have not been repaid, the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce repayment thereof together with accrued interest, if any, and to enforce the provisions of the Trust Deed or the Deed Poll, but it shall not be bound to institute any such proceedings unless (a) it shall have been so

directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least one-quarter of the nominal amount of the Notes then outstanding and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Noteholder, Receiptholder or Couponholder shall be entitled to proceed against the Issuer and/or the Guarantor unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

A person who is not a Noteholder has no right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy which exists or is available apart from that Act.

## **19. Governing Law and Submission to Jurisdiction**

### ***(a) Governing law***

The Trust Deed, the Agency Agreement, the Sub-Paying Agency Agreement, the Notes, the Receipts and the Coupons, and any non-contractual obligations arising out of, or in connection with, the Trust Deed, the Agency Agreement, the Sub-Paying Agency Agreement, the Notes, the Receipts and/or the Coupons, are governed by, and shall be construed in accordance with, English law except that Australian Domestic Notes, the Deed Poll and the Registry Services Agreement are governed by, and shall be construed in accordance with, the laws in force in New South Wales, Australia.

### ***(b) Submission to jurisdiction***

The Issuer (except where the Issuer is Abbey National Treasury Services plc) has irrevocably agreed in the Trust Deed for the exclusive benefit of the Trustee, the Noteholders, the Receiptholders and the Couponholders that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions, the Trust Deed, the Notes, the Receipts and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of, or in connection with, these Terms and Conditions, the Trust Deed, the Notes, the Receipts and/or the Coupons) and that accordingly any suit, action or proceedings arising out of or in connection with these Terms and Conditions, the Trust Deed, the Notes, the Receipts and/or the Coupons (together referred to as "Proceedings") (including any Proceedings relating to any non-contractual obligations arising out of or in connection with these Terms and Conditions, the Trust Deed, the Notes, the Receipts and/or the Coupons) may be brought in such Courts.

In the case of Australian Domestic Notes, Abbey National Treasury Services plc has irrevocably agreed for the benefit of Noteholders that the courts of New South Wales, Australia and courts of appeal from them are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Australian Domestic Notes, any Deed Poll or the Registry Services Agreement and that accordingly any suit, action or proceedings arising out of or in connection with the Australian Domestic Notes, any Deed Poll or the Registry Services Agreement (together referred to as "Australian Proceedings") may be brought in such courts.

The Issuer (except, in the case of the Courts of England, where the Issuer is Abbey National Treasury Services plc) has in the Trust Deed irrevocably waived any objection which it may have now or hereafter to the laying of the venue of any Proceedings (or any Australian Proceedings) in any such court and any claim that any such Proceedings (or Australian Proceedings) have been brought in an inconvenient forum and has further irrevocably agreed that a judgment in any such Proceedings (or Australian Proceedings) brought in the Courts of England (or the courts of New South Wales and courts of appeal from them) shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

Nothing contained in this Condition shall limit any right to take any suit, action or proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of any suit, action or proceedings in one or more jurisdictions preclude the taking of any suit, action or proceedings in any other jurisdiction, whether concurrently or not.

### ***(c) Appointment of Process Agent***

The Issuer (except where the Issuer is Abbey National Treasury Services plc) has in the Trust Deed appointed the Guarantor at its registered office for the time being as its agent for service of process in England, and has undertaken that, in the event of the Guarantor ceasing so to act, it will appoint such other person as the Trustee may approve as its agent for service of process in England.

For so long as any Australian Domestic Notes are outstanding, Abbey National Treasury Services plc has appointed Dabserv Corporate Services Pty Limited (ABN 73 001 824 111) as its

agent for the time being to accept service of process on its behalf in New South Wales in respect of any legal action or proceedings as may be brought in the courts of New South Wales, Australia or the federal courts of Australia. In the event of Dabserv Corporate Services Pty Limited (ABN 73 001 824 111) ceasing to act, Abbey National Treasury Services plc will appoint such other agent as the Trustee may approve.

## **USE OF PROCEEDS**

The net proceeds from each issue of Notes will be used to fund the business of the Group. If in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

## DESCRIPTION OF ABBEY NATIONAL TREASURY SERVICES PLC

### Background

Abbey National Treasury Services plc is a public limited liability company incorporated and registered in England and Wales under the Companies Act 1985. ANTS was incorporated on 24 January 1989 with registered number 2338548. ANTS is regulated by the Financial Services Authority and is an authorised person with permission to accept deposits under the FSMA. ANTS has its registered office at 2 Triton Square, Regent's Place, London, NW1 3AN. The telephone number of ANTS is +44 (0)870 607 6000.

ANTS is a wholly-owned subsidiary of Santander UK. ANTS and its subsidiaries are part of Banco Santander, which is the ultimate parent company. The shares of ANTS are not traded on the London Stock Exchange.

### Business Overview

ANTS contains parts of three divisions of the Group.

- **Markets** – provides financial markets sales, trading and risk management services.
- **Corporate Banking** – offers banking services principally to small and medium-sized UK companies (“SME”). Corporate Banking also includes large multi-national corporate activities.
- **Asset and Liability Management** – responsible for managing the Group's structural balance sheet.

In 2011, as the Group moved towards becoming a full-service commercial bank, management wanted a fuller view in Corporate Banking of the results of the range of services offered to corporate customers. Large multinationals were managed and reported as part of Corporate Banking in 2011, rather than Global Banking & Markets as in 2010. As a result of the change, Global Banking & Markets was renamed Markets. Prior years' segmental analyses have been adjusted to reflect the fact that reportable segments have changed. The Group's segments are strategic business units that offer different products and services. They are managed separately because each business requires different technology and marketing strategies. The Group has three segments:

### Markets

Markets is a financial markets business focused on providing value added financial services to financial institutions, as well as to the rest of Santander UK's business. It is structured into two main product areas: Fixed Income and Equity. Fixed Income covers sales and trading activity for fixed income products. Equity covers equity derivatives, property derivatives and commodities. Equity derivatives activities include the manufacture of structured products sold to both the Group and other financial institutions who sell or distribute them on to their customers.

### Corporate Banking

Corporate Banking provides a range of banking services principally to UK companies, with a focus on services for SMEs, providing a broad range of banking products including loans, bank accounts, deposits, treasury services, invoice discounts, cash transmission and asset finance. In addition, Corporate Banking includes specialist teams servicing Real Estate, Social Housing and UK infrastructure clients.

Within Corporate Banking, the large corporates business is responsible for larger multi-national corporate clients including related activities principally comprising of foreign exchange, money market and credit activities. These related activities are structured into two main product areas: Foreign exchange and money markets, and Credit. Foreign exchange offers a range of foreign exchange products and money markets runs the securities lending/borrowing and repo businesses. Credit originates loan and bond transactions in primary markets as well as their intermediation in secondary markets.

### Asset and Liability Management

Asset and Liability Management (“ALM”) is responsible for managing the Group's structural balance sheet shape and, in conjunction with the Santander UK's Risk Division, strategic and tactical liquidity risk management. This includes short-term and medium-term funding, covered bond and securitisation programmes. ALM's responsibilities also include management of Santander UK's



banking products and structural exposure to interest rates and managing the run down of the Treasury Asset Portfolio.

Santander UK, as guarantor, and ANTS, as issuer, have a shelf registration statement on file with the U.S. Securities and Exchange Commission in relation to issuances of SEC-registered debt securities. Additionally, as part of its prudent contingent funding arrangements, ALM ensures that Santander UK has access to the central bank facilities made available by the Bank of England, the Swiss National Bank and the U.S. Federal Reserve.

As at the date hereof, the following are the members of the Board of Directors of ANTS:

<i>Position</i>	<i>Name</i>
Directors	Luis de Sousa David Green Brian Morrison Stephen Pateman

The business address of each of the above is 2 Triton Square, Regent’s Place, London, NW1 3AN with telephone number +44(0)870 607 6000.

None of the above has any activities outside the Group which are significant within the context of the Group.

**Conflicts of Interest**

There are no actual or potential conflicts of interest between the duties to ANTS of the persons listed as members of the Board of Directors above and their private interests or other duties.

**Corporate Governance**

ANTS complies with the requirements of the United Kingdom’s corporate governance regime to the extent applicable to it.

**Credit ratings**

As at the date of this Prospectus, the long-term obligations of ANTS are rated A1 by Moody’s and A+ by Fitch, and the short-term obligations of ANTS are rated P-1 by Moody’s and F1 by Fitch.

## DESCRIPTION OF SANTANDER UK PLC AND THE GROUP

### Background

Santander UK plc was formed as a building society in 1944 and is now a public limited liability company incorporated and registered in England and Wales under the Companies Act 1985. It was incorporated on 12 September 1988 with registered number 2294747.

The registered office of Santander UK is at 2 Triton Square, Regent's Place, London, NW1 3AN. The telephone number of Santander UK is +44 (0) 870 607 6000.

On 12 November 2004, Banco Santander completed the acquisition of the entire issued ordinary share capital of Santander UK plc, implemented by means of a scheme of arrangement under Section 425 of the Companies Act 1985 making Santander UK a wholly-owned subsidiary of Banco Santander. Banco Santander is one of the largest banks in the world by market capitalisation. Banco Santander was founded in 1857 and, at the close of 2011, the Banco Santander Group had more than 102 million customers and over 14,760 branches.

Santander UK is the second largest provider of residential mortgages in the UK and the second largest savings brand, operating across the full range of personal financial services, as well as being active in corporate and commercial banking services.<sup>1</sup>

### Corporate Purpose and Strategy

Santander UK's purpose is to maximise value for its shareholders, Banco Santander, and its subsidiary company, Santusa Holding, S.L., by focusing on offering a diversified, customer-centred, full commercial banking service in the United Kingdom. With the continuing support of Banco Santander, Santander UK aims to be the best commercial bank in the United Kingdom.

### Business and Support Divisions

Santander UK's management structure is headed by Ana Botín, Chief Executive Officer. The management structure consists of a number of business and support divisions. The business divisions consist of:

- **Retail Banking**

Retail Banking offers a comprehensive range of banking products and related financial services (residential mortgages, savings and banking, and other personal financial services products) to customers throughout the UK. It serves customers through the Santander UK network of branches and ATMs, as well as through telephone, internet channels and intermediaries. It also includes the private banking business which offers private banking and other specialist banking services in the UK and international banking.

- **Corporate Banking**

Corporate Banking provides a range of banking services principally to UK companies, with a focus on services for SMEs, providing a broad range of banking products including loans, bank accounts, deposits, treasury services, invoice discounts, cash transmission and asset finance. Small businesses, with a turnover of less than £250,000, are serviced through the Business Banking division, while a network of 28 regionally-based Corporate Business Centres offers services to businesses with a turnover of £250,000 to £150m. In addition, Corporate Banking includes specialist teams servicing Real Estate, Social Housing and UK infrastructure clients.

Within Corporate Banking, the large corporates business is responsible for larger multinational corporate clients, including related activities, principally comprising foreign exchange, money market and credit activities. These related activities are structured into two main product areas: Foreign exchange and money markets, and Credit. Foreign exchange offers a range of foreign exchange products and money markets runs the securities lending/borrowing and repo businesses. Credit originates loan and bond transactions in primary markets as well as their intermediation in secondary markets. Legacy portfolios in run-off are also managed within Corporate Banking.

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<sup>1</sup> Source: GfK NOP Financial Research Survey (FRS), six months ended 31 December, 2011.

- **Markets**

Markets (formerly Global Banking & Markets) is a financial markets business focused on providing value added financial services to financial institutions, as well as to the rest of Santander UK's business. It is structured into two main product areas: Fixed Income and Equity. Fixed Income covers sales and trading activity for fixed income products. Equity covers equity derivatives, property derivatives and commodities. Equity derivatives activities include the manufacture of structured products sold both to customers of the Santander UK Group and to other financial institutions who sell or distribute them on to their customers.

- **Group Infrastructure**

Group Infrastructure consists of Asset and Liability Management ("ALM"), which is also responsible for the Group capital and funding and the Treasury asset portfolio, and Investor Relations for the Group. ALM is responsible for managing the Group's structural balance sheet composition and strategic and tactical liquidity risk management. This includes short-term and medium-term funding, covered bond and securitisation programmes. ALM's responsibilities also include Santander UK's banking product and structural exposure to interest rates. ALM recommends and helps to implement Board, Strategic Risk & Financial Management Committee, Asset and Liability Management Committee and Risk Committee policies for all aspects of balance sheet management – formulating guidance for, and monitoring, the overall balance sheet shape, including maturity profile. It is also responsible for the return on the Group's capital, reserves, preference shares and subordinated debt. The Treasury asset portfolio assets were acquired as part of the transfer of Alliance & Leicester plc to the Group in 2008 and as part of an alignment of portfolios across the Banco Santander Group in 2010. Furthermore, Group Infrastructure is responsible for managing the Investor Relations activities of the Group.

Santander UK, as guarantor, and ANTS, as issuer, have a shelf registration statement on file with the US Securities and Exchange Commission in relation to issuances of SEC-registered debt securities. Additionally, as part of its prudent contingent funding arrangements, ALM ensures that Santander UK has access to the central bank facilities made available by the Bank of England, the Swiss National Bank, and the U.S. Federal Reserve.

The support divisions consist of:

- **Retail Products and Marketing** – responsible for integrating and gaining the maximum value from Santander UK's products, marketing and brand communications to serve Santander UK's customers better.
- **Human Resources** – responsible for delivering the human resources strategy and personnel support.
- **Manufacturing** – responsible for all information technology, cost control and operations activity, including service centres.
- **Risk** – responsible for ensuring that the Board of Directors and senior management team of Santander UK are provided with an appropriate risk policy and control framework, and to report any material risk issues to the Risk Committee and the Board.
- **Internal Audit** – responsible for supervising the compliance, effectiveness and efficiency of Santander UK's internal control systems to manage its risks.

In addition there are a number of corporate units – including (1) Financial Management Information, Financial Reporting and Tax, Cost Management & Control, (2) Legal and Secretariat, (3) Strategy and Corporate Development, (4) Regulatory Affairs and Pensions (5) Service Quality, (6) Communications and (7) Santander Universities in the UK.

### **Developments – Bradford & Bingley plc and Alliance & Leicester plc**

In September 2008, following the announcement by HM Treasury to take Bradford & Bingley plc into public ownership, the retail deposits, branch network and related employees transferred, under the provisions of the Banking (Special Provisions) Act 2008, to Santander UK. All of Bradford & Bingley plc's customer loans and treasury assets, including all its mortgage assets, were taken into public ownership. The transfer to Santander UK consisted of the £20bn retail deposit base with 2.7 million customers, as well as Bradford & Bingley plc's direct channels including 197 retail branches, 141 agencies (distribution outlets in third party premises) and related employees. The acquisition price was £612m, including the transfer of £208m of capital relating to offshore entities. The transfer of

Bradford & Bingley plc's customers and their retail deposits further strengthened the Group's retail customer deposit base and franchise.

In December 2008, following the acquisition by Banco Santander of Alliance & Leicester plc ("A&L"), Santander UK injected £950m of capital into A&L through a subscription for new A&L ordinary shares and undated subordinated notes. Previously, in October 2008, Santander UK subscribed for US\$100m undated floating rate subordinated notes issued by A&L. As a result of the subscription for ordinary shares, Santander UK held 35.6% of the issued ordinary share capital of Alliance & Leicester plc at 31 December 2008.

On 9 January 2009, in order to optimise the capital, liquidity funding and overall financial efficiency of the Santander Group, Banco Santander transferred all of its A&L shares to Santander UK in exchange for newly issued ordinary shares of Santander UK. Accordingly, Santander UK became the immediate parent company of A&L. Santander UK accounted for the transfer of A&L with effect from 10 October 2008, the date on which A&L was acquired by Banco Santander.

On 28 May 2010, A&L transferred its business and certain associated liabilities to Santander UK pursuant to a court-approved business transfer scheme under Part VII of the Financial Services and Markets Act 2000.

These business combinations allow the Group to deliver increased critical mass in the UK through greater market share. In January 2010, Santander UK, which includes the Bradford & Bingley savings business, was rebranded as Santander. In December 2010, the rebranding of A&L branches was completed, as information technology changes ensured any Santander customer in the UK could transact in all its UK branches. The move delivered a significant advantage for the Group's 25 million customers as they can now use more than 1,400 branches (including agencies). The change also reflected Santander's policy to operate under a single brand.

#### **Capital injection – Santander UK**

On 3 August 2010, Banco Santander, through a wholly-owned Spanish-based subsidiary Santusa Holding, S.L., provided £4,456 million of equity capital into Santander UK. The capital was used to support the reorganisation of certain group companies in the UK and will be used to support organic and inorganic growth, including the transaction with Royal Bank of Scotland Group described below.

#### **Acquisition – RBS and Natwest branches, Santander Cards Limited and Santander Cards (UK) Limited, Santander Consumer (UK) plc and Santander PB UK (Holdings) Limited**

On 4 August 2010, Santander UK announced its agreement to acquire (subject to certain conditions) bank branches and business banking centres and associated assets and liabilities from the Royal Bank of Scotland Group for a premium of £350m to net assets at closing. The consideration will be paid in cash and is subject to certain closing adjustments. The transaction includes 308 Royal Bank of Scotland branches in England and Wales; 6 NatWest branches in Scotland; the retail and SME customer accounts attached to these branches; the Direct SME business; and certain mid-corporate businesses. EC/UK merger control clearance was received on 15 October 2010 and HMRC clearance was also received during the fourth quarter. The separation and transfer process is underway with the current expectation that the transaction will not complete before the fourth quarter of 2012, subject to certain conditions.

In October and November 2010, the Group acquired, for a total consideration of £1,451m:

- Santander Cards Limited and Santander Cards (UK) Limited (and its subsidiaries), which conduct Santander's provision of credit cards and related financial products, store cards and other unsecured consumer finance products in the UK, and Santander Cards Ireland Limited, which conducts Santander's provision of credit finance by way of store cards and credit cards in the Republic of Ireland;
- Santander Consumer (UK) plc (of which the Group already held 49.9%), which carries on Santander's provision of finance facilities and the contract purchase of motor vehicles and equipment in the UK and also provides wholesale funding which is a facility that offers preferential dealers funding in the UK; and
- Santander PB UK (Holdings) Limited (and its subsidiaries) (of which the Group already held 51% of its subsidiary, Santander Private Banking UK Limited), which carries on Santander's provision of private banking services in the UK.

The principal purpose of the acquisitions was to bring these interests of Banco Santander in the UK under the corporate structure of the Group in furtherance of the Group's objective to become a full-service, diversified, customer-centred commercial bank.

### Directors of Santander UK

The following table sets forth the directors of Santander UK plc.

<i>Position</i>	<i>Name</i>	<i>Other principal activities</i>
Chairman	Lord Terence Burns	Chairman, Channel 4 Television Corporation; President of the Society of Business Economists; Non-Executive Director, Banco Santander; Fellow, London Business School; Companion of the Institute of Management; and Non-Executive member of the Office of Budget Responsibility.
Deputy Chairman and Non-Executive Director	Juan Rodriguez Inciarte	Chief Executive, Santander Consumer Finance, S.A.; Non-Executive Director, Banco Santander; Director, RFS Holdings; Director, Banco Banif S.A.; and Director, Vista Capital de Expansión S.A.
Chief Executive Officer	Ana Patricia Botín	Executive Director, Banco Santander; Vice Chairperson of Empresa y Crecimiento Foundation; Member of the International Advisory Board of the NYSE; Member of the International Advisory Board of the Inter-American Development Bank; and Member of the Board of Management of the European Association for Banking and Financial History e.V.; Board of Georgetown University.
Executive Director	José María Nus	Banesto Foundation; and Spanish Governmental Observatory for Multi-nationals.
Executive Director, Head of UK Banking	Stephen Pateman	Director, Abbey National Treasury Services plc.
Non-Executive Directors	Roy Brown	Chairman, GKN plc; Governor of Tonbridge School; and Chairman, Tonbridge School Foundation.
	Rosemary Thorne	Non-Executive Director on the board of Smurfit Kappa Group plc;
	José María Carballo	Chairman of La Unión Resinera Española; Chairman of Vista Desarrollo; Director of Vista Capital Expansion S.A. S.G.E.C.R.; and Director of Teleférico Pico del Teide S.A.
	José Maria Fuster	Executive Vice President of Operations and Technology and Non-Executive Director of Banesto; Non-Executive Director, Español de Credito, S.A.; and Chief Information Officer for Banco Santander.

The business address of each of the directors is 2 Triton Square, Regent's Place, London NW1 3AN with telephone number +44 (0) 870 607 6000.

### Conflicts of Interest

There are no actual or potential conflicts of interest between the duties to the Guarantor of the persons listed under "Directors of Santander UK" above and their private interests or other duties.

### Credit ratings

As at the date of this Prospectus, the long-term obligations of Santander UK are rated A+ by S&P, A1 by Moody's and A+ by Fitch, and the short-term obligations of Santander UK are rated A-1 by S&P, P-1 by Moody's and F1 by Fitch.

## BOOK-ENTRY CLEARANCE SYSTEMS

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear, Clearstream, Luxembourg or CDS (together, the “Clearing Systems”) currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuers and the Guarantor believe to be reliable. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuers, the Guarantor, the Trustee, the Dealers and the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records or payments relating to such beneficial ownership interests.*

### Book-entry Systems

#### DTC

DTC has advised the Issuers and the Guarantor that it is a limited purpose trust company organised under the New York Banking Law, a “banking organisation” within the meaning of the New York Banking Law, a member of the Federal Reserve System a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to Section 17A of the Exchange Act. DTC holds and provides asset servicing for securities that its participants (“Participants”) deposit with DTC. DTC also facilitates the post trade settlement among Participants of sales and other securities transactions in deposited securities through electronic computerised book-entry changes between Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. Direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations (“Direct Participants”). DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation (“DTCC”) DTC, in turn, is owned by a number of Direct Participants and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc.. Access to the DTC System is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Direct or Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Under the rules, regulations and procedures creating and affecting DTC and its operations (the “Rules”), DTC makes book-entry transfers of Registered Notes among Direct Participants on whose behalf it acts with respect to Notes accepted into DTC’s book-entry settlement system (“DTC Notes”) as described below and receives and transmits distributions of principal and interest on DTC Notes. The Rules are on file with the United States Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Notes (“Owners”) have accounts with respect to the DTC Notes are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Notes through Direct Participants or Indirect Participants will not possess Registered Notes, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants can receive payments and transfer their interest with respect to the DTC Notes.

Purchases of DTC Notes under the DTC System must be made by or through Direct Participants, which will receive a credit for the DTC Notes on DTC’s records. The ownership interest of each actual purchaser of each DTC Note (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participant’s records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Notes, except in the event that use of the book-entry system for the DTC Notes is discontinued.

To facilitate subsequent transfers, all DTC Notes deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other nominee as may be requested by an authorised representative of DTC. The deposit of DTC Notes with DTC and their registration in the name of Cede & Co. or such other nominee effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings of DTC Notes on behalf of their customers.

Delivery of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the DTC Notes of a Series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series to be redeemed.

Neither DTC nor Cede & Co. nor such other nominee will consent or vote with respect to DTC Notes. Under its usual procedures, DTC will mail an Omnibus Proxy to the relevant Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Notes will be made to Cede & Co., or such other nominee as may be requested by an authorised representative of DTC. DTC's practice is to credit Direct Participants' accounts on the due date for payment in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Direct or Indirect Participant and not of DTC or its nominee or the relevant Issuer or the Guarantor, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co., or such other nominee as may be requested by an authorised representative of DTC is the responsibility of the relevant Issuer or the Guarantor, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants. None of the Issuers or the Guarantor accept any responsibility or liability for any such payments to be made by DTC or by Direct or Indirect Participants.

#### *Euroclear and Clearstream, Luxembourg*

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

#### **Book-entry Ownership of and Payments in respect of DTC Notes**

The relevant Issuer will apply to DTC in order to have each Tranche of Notes represented by Rule 144A Global Notes accepted in its book-entry settlement system. Upon the issue of any Rule 144A Global Notes, DTC or its custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Rule 144A Global Notes to the accounts of DTC Participants. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in a Rule 144A Global Note will

be held through Direct Participants or Indirect Participants of DTC, including CDS and the respective depositaries of Euroclear and Clearstream, Luxembourg. Ownership of beneficial interests in a Rule 144A Global Note will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars of principal and interest in respect of a Rule 144A Global Note registered in the name of DTC's nominee will be made to the order of such nominee as the registered holder of such Note. In the case of any payment in a currency other than U.S. dollars, payment will be made by the relevant Issuer to the Exchange Agent on behalf of DTC's nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Rule 144A Notes in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Participants' account.

### **Transfers of Notes Represented by Registered Global Notes**

Transfers of any interests in Notes represented by a Registered Global Note within DTC, CDS, Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by a Rule 144A Global Note to pledge such Notes to persons or entities that do not participate in the DTC system or to otherwise take action in respect of such Notes may depend upon the ability to exchange such Notes for Notes in definitive form. The ability of any holder of Notes represented by a Rule 144A Global Note to resell, pledge or otherwise transfer such Notes may be impaired if the proposed transferee of such Notes is not eligible to hold such Notes through a Direct or Indirect Participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under "Subscription and Sale and Transfer and Selling Restrictions", cross-market transfers between DTC, on the one hand, and directly or indirectly through CDS, Euroclear or Clearstream, Luxembourg accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Principal Paying Agent and any custodian ("Custodian") with whom the relevant Registered Global Notes have been deposited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Euroclear and Clearstream, Luxembourg and transfers of Notes of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Euroclear or Clearstream, Luxembourg and DTC Participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Euroclear and Clearstream, Luxembourg, on the other, transfers of interests in the relevant Registered Global Notes will be effected through the Registrar, the Principal Paying Agent and the Custodian receiving instructions (and where appropriate certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a delivery free of payment basis and arrangements for payment must be made separately.

DTC, CDS, Euroclear and Clearstream, Luxembourg have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of DTC, CDS, Euroclear and Clearstream, Luxembourg. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuers, the Guarantor, the Trustee, the Agents or any Dealer will be responsible for any performance by DTC, CDS, Euroclear or Clearstream, Luxembourg or their respective Direct or Indirect Participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.



## **Summary of Certain Matters Relating to Australian Domestic Notes**

### **Settlement and Transfer of Australian Domestic Notes**

#### ***Austraclear***

On issue of any Australian Domestic Notes, ANTS will (unless otherwise specified in the applicable Final Terms) procure that the Australian Domestic Notes are entered into the settlement system operated by Austraclear Limited (ABN 94 002 060 773) (“Austraclear”) (“Austraclear System”). On entry, Austraclear will become the sole registered holder and legal owner of the Australian Domestic Notes. Subject to the rules and regulations known as the “Austraclear System Regulations” established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System, participants of the Austraclear System (“Accountholders”) may acquire rights against Austraclear in relation to those Australian Domestic Notes as beneficial owners and Austraclear is required to deal with the Australian Domestic Notes in accordance with the directions and instructions of the Accountholders. Any potential investors who are not Accountholders would need to hold their interest in the relevant Australian Domestic Notes through a nominee who is an Accountholder. All payments by the Issuer in respect of Australian Domestic Notes entered in the Austraclear System will be made directly to an account agreed with Austraclear or as it directs in accordance with the Austraclear System Regulations.

#### ***Holding of Australian Domestic Notes through Euroclear and Clearstream, Luxembourg***

On entry in the Austraclear System, interests in the Australian Domestic Notes may be held through Euroclear or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in the Australian Domestic Notes in Euroclear would be held in the Austraclear System by HSBC Custody Nominees (Australia) Limited as nominee of Euroclear, while entitlements in respect of holdings of interests in the Australian Domestic Notes in Clearstream, Luxembourg would be held in the Austraclear System by ANZ Nominees Limited as nominee of Clearstream, Luxembourg.

The rights of a holder of interests in Australian Domestic Notes held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations of Euroclear and Clearstream, Luxembourg, the arrangements between Euroclear and Clearstream, Luxembourg and their respective nominees and the Austraclear System Regulations.

#### ***Transfers***

Any transfer of Australian Domestic Notes will be subject to the Corporations Act and the other requirements set out in the Terms and Conditions of the Australian Domestic Notes and, where the Notes are entered in the Austraclear System, the Austraclear System Regulations.

Secondary market sales of Australian Domestic Notes settled in the Austraclear System will be settled in accordance with the Austraclear System Regulations.

#### **Relationship of Accountholders with Austraclear**

Accountholders who acquire an interest in Australian Domestic Notes entered in the Austraclear System must look solely to Austraclear for their rights in relation to such Notes and will have no claim directly against the Issuer in respect of such Notes although under the Austraclear System Regulations, Austraclear may direct the Issuer to make payments direct to the relevant Accountholders.

Where Austraclear is registered as the holder of any Australian Domestic Notes that are lodged in the Austraclear System, Austraclear may, where specified in the Austraclear System Regulations, transfer the Australian Domestic Notes to the person in whose Security Record (as defined in the Austraclear System Regulations) those Australian Domestic Notes are recorded and, as a consequence, remove those Australian Domestic Notes from the Austraclear System.

Potential investors in Australian Domestic Notes should inform themselves of, and satisfy themselves with, the Austraclear System Regulations and (where applicable) the rules of Euroclear and Clearstream, Luxembourg and the arrangements between them and their nominees in the Austraclear System.

#### **Trustee’s powers**

In considering the interests of holders in respect of any Australian Domestic Note that is entered into the Austraclear System, the Trustee may have regard to any information provided to it by Austraclear as to the identity (either individually or by category) of its Accountholders with entitlements to such Note and may consider such interests as if such Accountholders were the holders of such Note.

## **Summary of Certain Matters Relating to Canadian Notes**

### **CDS Clearing and Depository Services Inc. (“CDS”)**

CDS was formed in November 2006 pursuant to the restructuring of The Canadian Depository for Securities Limited (“CDS Ltd”). After the restructuring, CDS Ltd, founded in 1970, remains the holding company for CDS and two other operating subsidiaries. CDS is Canada’s national securities clearing and depository services organisation. Functioning as a service utility for the Canadian financial community, CDS provides a variety of computer automated services for financial institutions and investment dealers active in domestic and international capital markets. CDS participants (“CDS Participants”) include banks (including the Canadian Subcustodians (defined below)), investment dealers and trust companies and may include certain of the Dealer(s). Indirect access to CDS is available to other organisations that clear through or maintain a custodial relationship with a CDS Participant. Transfers of ownership and other interests, including cash distributions, in Notes in CDS may only be processed through CDS Participants and will be completed in accordance with existing CDS rules and procedures. CDS operates in Montreal, Toronto, Calgary and Vancouver to centralise securities clearing functions through a central securities depository.

CDS is wholly-owned by CDS Ltd. CDS Ltd. is a private corporation, owned one-third by investment dealers, one-third by banks and one-third by trust companies through their respective industry associations. CDS is the exclusive clearing house for equity trading on the Toronto Stock Exchange and also clears a substantial volume of over the counter trading in equities and bonds.

### **Global clearance and settlement procedures**

Initial settlement for Notes settling and clearing in CDS will be made in immediately available Canadian dollar funds. Beneficial interests in the Notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in CDS. Investors may elect to hold interests in the Notes directly through any of CDS (in Canada), or (if so indicated in the applicable Final Terms) Euroclear or Clearstream, Luxembourg (in Europe) if they are participants of such systems, or indirectly through organisations which are participants in such systems. Euroclear and Clearstream, Luxembourg will hold interests on behalf of their participants through customers’ securities accounts in their respective names on the books of their respective Canadian subcustodians, each of which is a Canadian schedule I chartered bank (“Canadian Subcustodians”), which in turn will hold such interests in customers’ securities accounts in the names of the Canadian Subcustodians on the books of CDS.

Secondary market trading between CDS Participants will be in accordance with market conventions applicable to transactions in book-based Canadian domestic bonds. Secondary market trading between Euroclear participants and/or Clearstream, Luxembourg participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional Eurobonds in immediately available funds.

### **Transfers between CDS and Euroclear or Clearstream, Luxembourg**

Links have been established among CDS, Euroclear and Clearstream, Luxembourg to facilitate the initial issuance of Notes and cross-market transfers of Notes associated with secondary market trading. CDS will be directly linked to Euroclear and Clearstream, Luxembourg through the CDS accounts of the respective Canadian Subcustodians of Euroclear and Clearstream, Luxembourg.

Cross-market transfers between persons holding directly or indirectly through CDS Participants, on the one hand, and directly or indirectly through Euroclear participants or Clearstream, Luxembourg participants, on the other, will be effected in CDS in accordance with CDS rules; however, such cross-market transactions will require delivery of instructions to the relevant clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines. The relevant clearing system will, if the transaction meets its settlement requirements, deliver instructions to CDS directly or through its Canadian Subcustodian to take action to effect final settlement on its behalf by delivering or receiving Notes in CDS, and making or receiving payment in accordance with normal procedures for settlement in CDS. Euroclear participants and Clearstream, Luxembourg participants may not deliver instructions directly to CDS or the Canadian Subcustodians.

Because of time-zone differences, credits of Notes received in Euroclear or Clearstream, Luxembourg as a result of a transaction with a CDS Participant will be made during subsequent securities settlement processing and dated the business day following the CDS settlement date. Such credits or any transactions in such Notes settled during such processing will be reported to the relevant Euroclear participants or Clearstream, Luxembourg participants on such business day. Cash

received in Euroclear or Clearstream, Luxembourg as a result of sales of Notes by or through a Euroclear participant or a Clearstream, Luxembourg participant to a CDS Participant will be received with value on the CDS settlement date but will be available in the relevant Euroclear or Clearstream, Luxembourg cash account only as of the business day following settlement in CDS.

## TAXATION

*The comments below are of a general nature and are based on the Issuers' and the Guarantor's understanding of current tax law and practice as at the date of this Prospectus. They relate only to the position of persons who are the absolute beneficial owners of the Notes and may not apply to certain classes of Noteholders (such as dealers in securities) to whom special rules may apply. They are not exhaustive. They relate only to the deduction from interest on the Notes for or on account of tax in the United Kingdom (and do not deal with any other United Kingdom tax implications of acquiring, holding or disposing of the Notes) and to certain aspects of Australian, Canadian and U.S. Federal Income tax. The United Kingdom tax treatment of Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective noteholders who may be unsure of their tax position or who may be subject to tax in a jurisdiction other than the United Kingdom, the United States, Australia, or Canada or who are resident or ordinarily resident in, but not domiciled in, the United Kingdom for tax purposes, should seek their own professional advice.*

### UK Taxation

1. Each of ANTS and Santander UK plc, provided that it continues to be a bank for the purposes of Section 991 of the Income Tax Act 2007 ("ITA 2007") and provided that the interest on the Notes which it issues is paid in the ordinary course of its business within the meaning of Section 878 of ITA 2007, is entitled to make payments of interest on such Notes without withholding or deduction for or on account of United Kingdom income tax. Interest will not be regarded as being paid in the ordinary course of business where the borrowing relates to the capital structure of the relevant Issuer. The borrowing will be regarded as relating to the capital structure of the relevant Issuer if it conforms to any of the definitions of tier 1, 2 or 3 capital adopted by the FSA, whether or not the borrowing actually counts towards tier 1, 2 or 3 capital for regulatory purposes.
2. Payments of interest on Notes issued by ANTS and Santander UK plc (whether or not paragraph 1 above applies) which are, in each case, "quoted Eurobonds" within the meaning of Section 987 of ITA 2007 may be made without withholding or deduction for or on account of United Kingdom income tax by Issuers and Paying Agents. Notes will constitute "quoted Eurobonds" while they are admitted to trading on a recognised stock exchange and either they are included in the United Kingdom official list (within the meaning of Part 6 of the Financial Services and Markets Act 2000) or they are officially listed, in accordance with provisions corresponding to those generally applicable in European Economic Area states, in a country outside the United Kingdom in which there is a recognised stock exchange (as defined in section 1005 ITA 2007).

In the UK, the UK Listing Authority is a competent authority and the London Stock Exchange is a recognised stock exchange. So long as this remains the case, securities will constitute "quoted Eurobonds", so long as they are admitted to the Official List by the UK Listing Authority and admitted to trading on the London Stock Exchange's Regulated Market.

In other cases tax may, subject to any relief available under any applicable double taxation convention, have to be withheld from payments of interest on the Notes at the rate set out in paragraph 3 below.

3. Where United Kingdom tax is withheld, the rate is the "basic rate" of income tax (currently 20 per cent.).
4. Any persons in the United Kingdom paying interest to, or receiving interest on behalf of, another person, may be required to provide certain information to HM Revenue & Customs regarding the identity of the payee or person entitled to the interest. HM Revenue & Customs also has power to obtain information from any person in the United Kingdom who pays amounts payable on the redemption of any "deeply discounted securities" for the purposes of the Income Tax (Trading and Other Income) Act 2005 to or receives such amounts for the benefit of another person, although HM Revenue & Customs' published practice indicates that HM Revenue & Customs will not exercise the power referred to above to require this information in respect of such amounts payable on redemption of Notes where such amounts are paid on or before 5 April, 2013. Such information may include the name and address of the person beneficially entitled to the

amount payable on redemption. Any information obtained may, in certain circumstances, be exchanged by HM Revenue & Customs with the tax authorities of the jurisdiction in which the Noteholder is resident for tax purposes.

5. *Directive on the taxation of savings income*

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person to an individual in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during such period they elect otherwise) to impose a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories, including Switzerland and certain dependent or associated territories of some Member States, have adopted similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

The Savings Directive does not preclude Member States from levying other types of withholding tax.

Prospective Noteholders who may be affected by any of these requirements are advised to seek their own professional advice.

## **U.S. Taxation**

The applicable Final Terms relating to any Tranche of Notes, all or a portion of which are to be offered or sold to, or for the account or benefit of, a U.S. person will set forth information regarding the U.S. federal income tax treatment of any such Notes. U.S. persons considering the purchase of Notes should consult their own tax advisers concerning the application of U.S. federal income tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of Notes arising under the laws of any other taxing jurisdictions.

## **Australian Taxation**

*Any reference to the “Issuer” in this Australian Taxation section is a reference only to ANTS as Issuer of the Australian Domestic Notes.*

### *Interest Withholding Tax*

So long as the Issuer remains a non-resident of Australia and the Australian Domestic Notes issued by it are not attributable to a permanent establishment of the Issuer in Australia, payments of principal and interest made under the Australian Domestic Notes will not be subject to Australian interest withholding tax. So long as the Guarantor continues to be a non-resident of Australia and the Guarantee is not attributable to a permanent establishment of the Guarantor in Australia, any payment by the Guarantor under the Guarantee should not be subject to Australian interest withholding tax.

### *Other tax matters*

The Issuer has been advised that:

- (a) other withholding taxes on payments in respect of the Australian Domestic Notes – so long as the relevant Issuer remains a non-resident of Australia and the Australian Domestic Notes issued by it are not attributable to a permanent establishment in Australia, the tax file number requirements of Part VA of the Income Tax Assessment Act 1936 of Australia and section 12-140 of Schedule 1 to the Taxation Administration Act 1953 of Australia (“TAA”) should not apply in connection with the Australian Domestic Notes issued by the Issuer;
- (b) supply withholding tax – payments in respect of the Australian Domestic Notes can be made free and clear of the “supply withholding tax” imposed under section 12-190 of Schedule 1 to the TAA;

- (c) goods and services tax (“GST”) – neither the issue nor receipt of the Australian Domestic Notes will give rise to a liability for GST in Australia on the basis that the supply of Australian Domestic Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber) a GST free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Australian Domestic Notes, would give rise to any GST liability in Australia;
- (d) stamp duty and other taxes – no *ad valorem* stamp, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Australian Domestic Notes;
- (e) death duties – no Australian Domestic Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death; and
- (f) taxation of financial arrangements – Division 230 of the Income Tax Assessment Act 1997 of Australia contains tax-timing rules for certain taxpayers to bring to account gains and losses from “financial arrangements”.

The rules do not apply to certain taxpayers or in respect of certain short term “financial arrangements”. They should not, for example, generally apply to holders of Australian Domestic Notes which are individuals and certain other entities (eg certain superannuation entities and managed investment schemes) which do not meet various turnover or asset thresholds, unless they make an election that the rules apply to their “financial arrangements”. Potential holders of Australian Domestic Notes should seek their own tax advice regarding their own personal circumstances as to whether such an election should be made.

The rules in Division 230 do not apply to impose interest or other withholding taxes on payments in respect of the Australian Domestic Notes issued by the Issuer.

#### **Canadian Taxation**

Any discussion of taxation and related matters contained herein does not address Canadian tax considerations. Canadian investors should consult with their own legal and tax advisors with respect to the tax consequences of an investment in Notes in their particular circumstances.

**PROSPECTIVE NOTEHOLDERS WHO ARE IN ANY DOUBT AS TO THEIR TAX POSITION OR WHO MAY BE SUBJECT TO TAX IN A JURISDICTION OTHER THAN THE UNITED KINGDOM, THE UNITED STATES, CANADA OR AUSTRALIA SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE.**

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

The Dealers have in a programme agreement (the “Programme Agreement”) dated 18 April, 2012 agreed with the Issuers and the Guarantor a basis upon which each Issuer may from time to time agree to issue Notes. Any such agreement will extend to those matters stated under “Form of the Notes” and “Terms and Conditions of the Notes”. In the Programme Agreement, the relevant Issuer (failing which, the Guarantor) has agreed to reimburse the Dealers for certain of their expenses in connection with the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may, outside Australia and on a market operated outside Australia, over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

### **Selling Restrictions**

#### *United States*

Each Dealer has acknowledged, and each further Dealer appointed under the Programme Agreement will be required to acknowledge, that the Notes have not been and will not be registered under the Securities Act or the securities laws of any state of the United States or other relevant jurisdiction within the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. tax regulations. Terms used in the preceding sentence have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Dealer has agreed, and each further Dealer appointed under the Programme Agreement will be required to agree, that except as permitted by the Programme Agreement, it has not offered, sold or delivered Notes and it will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of all Notes of the relevant Tranche, within the United States or to, or for the account or benefit of U.S. persons and only in accordance with Rule 903 of Regulation S or, if applicable, Rule 144A under the Securities Act and it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it or through it during the distribution compliance period a confirmation or notice setting forth the restrictions on offers and sales of the Notes within the United States or to or for the account or benefit of U.S. persons.

The Notes are being offered and sold only (a) outside the United States to persons other than U.S. persons (“foreign purchasers”, which term includes dealers or other professional fiduciaries in the United States acting on a discretionary basis for foreign beneficial owners, other than an estate or trust) in reliance upon Regulation S and (b) to a limited number of QIBs in compliance with Rule 144A.

Terms used in this section of “Selling Restrictions” have the meanings given to them by Regulation S.

In addition, until 40 days after the completion of the distribution of all Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Each issuance of Index Linked Notes, Dual Currency Notes and other structured notes shall be subject to such additional U.S. selling restrictions as the relevant Dealer may agree as a term of the

issuance of such Notes, which additional selling restrictions shall be set out in the applicable Final Terms.

Each purchaser of Notes will be deemed to have represented and agreed as follows:

- (1) It is purchasing the Notes for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is either (A) a QIB and is aware that the sale to it is being made in reliance on Rule 144A, or (B) a foreign purchaser that is outside the United States (or a foreign purchaser that is a dealer or other fiduciary as referred to above).
- (2) It acknowledges that the Notes have not been registered under the Securities Act or any other applicable U.S. State securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below.
- (3) It agrees that the Issuer has no obligation to register the Notes under the Securities Act.
- (4) It will not resell or otherwise transfer any Notes except (A) in accordance with Rule 144A to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB (B) outside the United States in compliance with Rule 903 or Rule 904 of Regulation S under the Securities Act, (C) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (D) pursuant to an effective registration statement under the Securities Act in each case, in accordance with all applicable U.S. State securities laws.
- (5) It will give to each person to whom it transfers Notes notice of any restrictions on transfer of those Notes.
- (6) It understands that the Notes offered in reliance on Rule 144A or Regulation S will be represented by Registered Notes or Bearer Global Notes. Before any interest in a Regulation S Global Note or in a Rule 144A Global Registered Note may be offered, sold, pledged or otherwise transferred to a person who is not a QIB or a foreign purchaser, the transferee will be required to provide the Issue Agent with a written certification (the form of which certification can be obtained from the Trustee) as to compliance with the transfer restrictions referred to above.
- (7) It understands that each of the Notes will bear a legend substantially to the following effect unless otherwise agreed by the Issuer and the holder of particular Notes:

Any Notes that are offered, sold or transferred in the United States or to or for the account or benefit of a U.S. person (as defined in Regulation S) will either be issued in the form of Definitive Registered Notes, registered in the name of the registered holder thereof, or be represented by a Rule 144A Global Registered Note which will be deposited with a custodian for, and registered in the name of a nominee of, DTC.
- (8) It acknowledges that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

Each Definitive Registered Note will bear a legend to the following effect:

“THE NOTES REPRESENTED BY THIS DEFINITIVE REGISTERED NOTE AND ANY GUARANTEE IN RESPECT THEREOF HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND, MAY BE TRANSFERRED ONLY PURSUANT TO THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AS SET FORTH BELOW.

THE REGISTERED OWNER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS DEFINITIVE REGISTERED NOTE IS ISSUED, (1) REPRESENTS FOR THE BENEFIT OF THE ISSUER AND FOR ANY AGENT OR SELLER WITH RESPECT TO THE NOTES THAT IT IS THE SOLE BENEFICIAL OWNER OF THE NOTES REPRESENTED HEREBY OR IS PURCHASING SUCH NOTES FOR ONE OR MORE ACCOUNTS



MAINTAINED BY IT OR OVER WHICH IT EXERCISES SOLE INVESTMENT DISCRETION AND THAT EITHER (A) IT AND ANY SUCH ACCOUNT ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND ARE NOT PURCHASING SUCH NOTES FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON, OR (B) IT AND ANY SUCH ACCOUNT ARE (OR ARE HOLDING SUCH NOTES FOR THE BENEFIT OF) QUALIFIED INSTITUTIONAL BUYERS (“QIBS”) AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, (2) ACKNOWLEDGES THAT THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED, SOLD, RESOLD OR DELIVERED IN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM SUCH ACT IN ACCORDANCE WITH THE TERMS HEREOF, AND (3) AGREES, FOR THE BENEFIT OF THE ISSUER, THAT SUCH NOTES MAY ONLY BE OFFERED, SOLD, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DELIVERED (A) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE SECURITIES ACT OR (B) TO A PERSON WHO THE SELLER REASONABLY BELIEVES TO BE A QIB IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A OR ANOTHER EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND WHO HAS DULY COMPLETED AN INVESTMENT LETTER (THE FORM OF WHICH IS ATTACHED TO THE AGENCY AGREEMENT AND CAN BE OBTAINED FROM THE REGISTRAR).

PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLERS OF THE NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A.

EACH HOLDER OF THIS DEFINITIVE REGISTERED NOTE AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS DEFINITIVE REGISTERED NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

FOR THE PURPOSES HEREOF, “OFFSHORE TRANSACTION” AND “U.S. PERSON” SHALL HAVE THE MEANINGS GIVEN TO THEM IN RULE 902 OF REGULATION S UNDER THE SECURITIES ACT.”

Each Rule 144A Global Registered Note will bear a legend to the following effect:

“THE NOTES REPRESENTED BY THIS GLOBAL NOTE AND ANY GUARANTEE IN RESPECT THEREOF HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND, MAY BE TRANSFERRED ONLY PURSUANT TO THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AS SET FORTH BELOW.

THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS GLOBAL NOTE IS ISSUED (OR ANY BENEFICIAL INTEREST OR PARTICIPATION HEREIN) ON ITS OWN BEHALF AND ON BEHALF OF ANY ACCOUNT FOR WHICH IT IS PURCHASING THIS GLOBAL NOTE OR ANY BENEFICIAL INTEREST OR PARTICIPATION HEREIN, (1) REPRESENTS FOR THE BENEFIT OF THE ISSUER AND FOR ANY AGENT OR SELLER WITH RESPECT TO SUCH NOTES THAT IT IS THE SOLE BENEFICIAL OWNER OF THE NOTES REPRESENTED HEREBY OR IS PURCHASING SUCH NOTES FOR ONE OR MORE ACCOUNTS MAINTAINED BY IT OR OVER WHICH IT EXERCISES SOLE INVESTMENT DISCRETION AND THAT EITHER (A) IT AND ANY SUCH ACCOUNT ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S OF THE SECURITIES ACT) AND ARE NOT PURCHASING SUCH NOTES FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON, OR (B) IT AND ANY SUCH ACCOUNT ARE (OR ARE HOLDING SUCH NOTES FOR THE BENEFIT OF) QUALIFIED INSTITUTIONAL BUYERS (“QIBS”) AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, (2) ACKNOWLEDGES THAT SUCH NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED, SOLD, RESOLD OR DELIVERED IN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM SUCH ACT IN ACCORDANCE WITH THE TERMS HEREOF, (3) AGREES TO NOTIFY ANY SUBSEQUENT TRANSFEREE OF THE TRANSFER RESTRICTIONS SET OUT HEREIN AND THAT IT WILL BE A CONDITION TO SUCH TRANSFER THAT THE TRANSFEREE WILL BE DEEMED TO MAKE THE REPRESENTATIONS SET OUT HEREIN, AND (4) AGREES, FOR THE BENEFIT OF THE

ISSUER, THAT SUCH NOTES MAY ONLY BE OFFERED, SOLD, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DELIVERED (A) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE SECURITIES ACT OR (B) TO A PERSON WHO THE SELLER REASONABLY BELIEVES TO BE A QIB IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A OR ANOTHER EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.

PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLERS OF THE NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A.

EACH HOLDER OF THIS GLOBAL NOTE OR AN INTEREST HEREIN AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

FOR THE PURPOSES HEREOF, “OFFSHORE TRANSACTION” AND “U.S. PERSON” SHALL HAVE THE MEANINGS GIVEN TO THEM IN RULE 902 OF REGULATION S UNDER THE SECURITIES ACT.

Each Regulation S Global Note will bear a legend to the following effect:

“THE NOTES REPRESENTED BY THIS GLOBAL NOTE AND ANY GUARANTEE IN RESPECT THEREOF HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE OFFER, SALE, PLEDGE OR TRANSFER OF THE NOTES REPRESENTED BY THIS GLOBAL NOTE IS SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS. BY PURCHASING OR OTHERWISE ACQUIRING THE NOTES REPRESENTED BY THIS GLOBAL NOTE, THE HOLDER THEREOF ACKNOWLEDGES THAT THE NOTES REPRESENTED BY THIS GLOBAL NOTE ARE “RESTRICTED SECURITIES” THAT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT. THE HOLDER AGREES FOR THE BENEFIT OF THE ISSUER THAT, IF IT SHOULD DECIDE TO DISPOSE OF THE NOTES REPRESENTED BY THIS GLOBAL NOTE PRIOR TO THE DATE WHICH IS 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF THE NOTES REPRESENTED BY THIS GLOBAL NOTE, THE NOTES REPRESENTED BY THIS GLOBAL NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND ONLY (A) TO PERSONS WHOM THE SELLER REASONABLY BELIEVES TO BE QUALIFIED INSTITUTIONAL BUYERS (“QIBS”), AS DEFINED IN RULE 144A (“RULE 144A”) UNDER THE SECURITIES ACT, OR (B) OTHERWISE TO NON-U.S. PERSONS IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT; PROVIDED THAT, IN THE CASE OF A TRANSFER PURSUANT TO CLAUSE (A), A TRANSFEROR OF THE NOTES WILL BE REQUIRED (1) TO EXECUTE AND DELIVER TO THE ISSUER AND THE REGISTRAR A TRANSFER CERTIFICATE (THE FORM OF WHICH IS ATTACHED TO THE AGENCY AGREEMENT AND CAN BE OBTAINED FROM THE REGISTRAR) AND (2) TO EXCHANGE THE PORTION OF THIS GLOBAL NOTE TO BE SO TRANSFERRED FOR AN INTEREST IN A RULE 144A GLOBAL REGISTERED NOTE OR A DEFINITIVE REGISTERED NOTE (AS SET OUT IN THE APPLICABLE FINAL TERMS) TO BE REGISTERED IN THE NAME OF THE TRANSFEREE.

EACH HOLDER OF THIS NOTE OR AN INTEREST HEREIN AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

FOR THE PURPOSES HEREOF, “OFFSHORE TRANSACTION” AND “U.S. PERSON” HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT.”

***Public Offer Selling Restriction under the Prospectus Directive***

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this prospectus as completed by

the final terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “Non-exempt Offer”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purposes of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

#### ***United Kingdom***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

#### ***Australia***

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of the Commonwealth of Australia) in relation to the Programme or the Notes has been, or will be, lodged with the Australian Securities and Investments Commission (“ASIC”). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that (unless the applicable Final Terms or another supplement to this Prospectus otherwise provides) it:

- (a) has not made or invited, and will not make or invite, an offer of the Notes for issue or sale in the Commonwealth of Australia (including an offer or invitation which is received by a person in the Commonwealth of Australia); and

- (b) has not distributed or published, and will not distribute or publish, this Prospectus or any other offering material or advertisement relating to any Notes in the Commonwealth of Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternative currency, in either case disregarding moneys lent by the offeror or its associates);
- (ii) the offer or invitation does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act 2001 of the Commonwealth of Australia;
- (iii) the offer or invitation does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act 2001 of the Commonwealth of Australia;
- (iv) such action complies with all applicable laws, regulations and directives; and
- (v) such action does not require any document to be lodged with ASIC or any other regulatory authority.

In addition, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that, in relation to Australian Domestic Notes issued by Abbey National Treasury Services plc, it will comply with the directive issued by the Assistant Treasurer of the Commonwealth of Australia dated 23 September, 1996 as contained in Banking (Exemption) Order No. 82 which requires all offers and transfers to be for a consideration of at least A\$500,000. Banking (Exemption) Order No. 82 does not apply to transfers which occur outside Australia.

### ***Japan***

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the “FIEA”) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of and otherwise in compliance with the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### ***Hong Kong***

Each Dealer has represented and agreed that:

- 1. it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) other than (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning that Ordinance; and
- 2. it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

### ***Singapore***

This Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore and Notes will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the “Securities and Futures Act”). Accordingly, the Notes may not be offered or sold, or be made the subject of an invitation for subscription or purchase nor may this Prospectus or any other document or material in connection with the offer or sale or invitation for

subscription or purchase of any Notes be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor pursuant to Section 274 of the Securities and Futures Act, (ii) to a relevant person or any person pursuant to Section 275(1), and in accordance with the conditions specified in Section 275, of the Securities and Futures Act or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Each of the following persons specified in Section 275 of the Securities and Futures Act which has subscribed or purchased Notes, namely a person who is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, should note that shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferred for six months after that corporation or trust has acquired the Notes under Section 275 of the Securities and Futures Act except:
  - (1) to an institutional investor under Section 274 of the Securities and Futures Act respectively or to a relevant person or any person pursuant to Section 275(1) and Section 275(1A) of the Securities and Futures Act and in accordance with the conditions specified in Section 275 of the Securities and Futures Act;
  - (2) where no consideration is or will be given for the transfer;
  - (3) where the transfer is by operation of law; or
  - (4) pursuant to Section 276(7) of the Securities and Futures Act.

#### ***Canada***

The Notes have not been and will not be qualified for sale under the securities laws of any province or territory of Canada. Each Dealer has represented and agreed, and each new Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered, sold, distributed or delivered and will not offer, sell, distribute or deliver any Notes, directly or indirectly, into Canada or to or for the benefit of any resident of Canada, other than in compliance with the applicable securities laws or regulations of Canada or of any province or territory thereof; and
- (b) it has not and will not distribute or deliver the Prospectus, or any other offering material in connection with any offering of Notes into Canada, other than in compliance with the applicable securities laws or regulations of Canada or of any province or territory thereof.

#### ***Poland***

No permit has been obtained from the Polish Financial Supervisory Authority ("Polish FSA") in relation to the issue of the Notes nor has the issue of the Notes been notified to the Polish FSA in accordance with applicable procedures. Accordingly, the Notes may not be offered in the Republic of Poland ("Poland") in the public manner, defined in the Polish Act on Public Offerings, the Conditions Governing the Introduction of Financial Instruments to Organised Trading System and Public Companies dated 29 July 2005 (as amended) as an offering to sell or a purchase of securities, made in any form and by any means, if the offering is directed at 100 or more people or at an unnamed addressee ("Public Offering"). Each Dealer has confirmed that it is aware that no such permit has been obtained nor such notification made and has represented that it has not offered, sold or delivered and will not offer, sell or deliver the Notes in Poland in the manner defined as Public Offering as part of their initial distribution or otherwise to residents of Poland or on the territory of Poland. Each Dealer has acknowledged that the acquisition and holding of the Notes by residents of Poland may be subject to restrictions imposed by Polish law (including foreign exchange regulations) and that the offers and sales of the Notes to Polish residents or within Poland in secondary trading may also be subject to restrictions.

#### ***General***

Each Dealer has severally agreed, and each further Dealer appointed under the Programme will be required to agree, with the Issuers and the Guarantor that it will observe all applicable laws and

regulations in any jurisdiction in which it may offer, sell or deliver Notes and that it will not, directly or indirectly, offer, sell or deliver Notes or distribute or publish this document, any prospectus, circular, advertisement or other offering material (including, without limitation, any supplement to this document) in relation to the Notes in or from any country of jurisdiction except under circumstances that will to be the best of its knowledge and belief result in compliance with any applicable laws and regulations, and all offers, sales and deliveries of Notes by it will be made on the foregoing terms.

The restrictions on offerings may be modified by the agreement of the Issuers, the Guarantor and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the applicable Final Terms applicable to each Series of Notes or in a supplement to this document.

## GENERAL INFORMATION

### 1. Incorporation

Abbey National Treasury Services plc and Santander UK plc were incorporated in England and Wales on 24 January, 1989 and 12 September, 1988 respectively, and with registered numbers 2338548 and 2294747 respectively.

### 2. Authorisation

The continuation of the Programme and the issue of Notes (with maturities not exceeding 30 years) was duly confirmed and authorised by resolutions of the Board of Directors of Abbey National Treasury Services plc dated 8 May, 2007. Pursuant to such resolutions, authority was delegated to the Chief Executive Officer or any two directors of Santander UK plc to sub-delegate authority to authorise the update of the Programme. Pursuant to such sub-delegated authority exercised pursuant to MTN approvals and authorisations dated 3 September, 2009, the update of the Programme by ANTS has been duly authorised by Update Approvals and Authorisations of ANTS dated 28 March, 2012. The continuation of the Programme and the giving of Guarantees was duly confirmed and authorised by a resolution of the Board of Directors of Santander UK plc dated 27 March, 2007. Pursuant to such resolution, authority was delegated to the Chief Executive Officer or any two directors of Santander UK plc to sub-delegate authority to authorise the update of the Programme. Pursuant to such sub-delegated authority exercised pursuant to an MTN approval and authorisation dated 3 September, 2009, the update of the Programme has been duly authorised by an Update Approval and Authorisation of the Guarantor dated 28 March, 2012.

### 3. Listing of Notes on the Official List

The listing of Notes on the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted to listing on the Official List and to trading on the London Stock Exchange's Regulated Market will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Tranche. The acceptance of the Programme on the Official List in respect of Notes is expected to be granted on or around 24 April, 2012.

### 4. Documents Available

So long as Notes are capable of being issued under the Programme, copies of the following documents will, when published, be available for inspection during usual business hours on any weekday (Saturdays and public holidays excepted) at the registered office of each Issuer and the Guarantor and at the specified offices of the Paying Agents save that items (iv) and (v) will not be available at the specified offices of the Paying Agents (and items (i), (vii) and (viii) will be available for collection free of charge):

- (i) the articles of association of each Issuer and the articles of association of the Guarantor;
- (ii) the consolidated and non-consolidated audited financial statements of ANTS and the Guarantor in respect of the financial years ended 31 December, 2010 and 31 December, 2011;
- (iii) the Programme Agreement, the Agency Agreement and the Trust Deed (which contains the Guarantee, the forms of Global Notes, Notes in definitive form, Receipts, Coupons and Talons);
- (iv) the Deed Poll in respect of Australian Domestic Notes;
- (v) the Registry Services Agreement (excluding any schedules thereto) in respect of Australian Domestic Notes;
- (vi) the Sub-Paying Agency Agreement in respect of Canadian Notes;
- (vii) this Prospectus;
- (viii) any future information memoranda, offering circulars, prospectuses and supplements to this Prospectus and any other documents incorporated herein or therein by reference; and
- (ix) Final Terms (save that Final Terms relating to an unlisted Note will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Issuer and the Paying Agent as to its holding of Notes and identity).

A copy of the Trust Deed and items (i), (ii), (iii), (iv), (vii), (viii) and (ix) (insofar as they relate to ANTS and any Australian Domestic Notes) will be available for inspection during normal business hours in Australia on any weekday (Saturdays and public holidays excepted) at the specified office of the Australian Registrar.

## **5. Clearing Systems**

The Notes in bearer and registered form (other than Australian Domestic Notes) have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and ISIN for each Tranche of Bearer Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. In addition, the relevant Issuer may make an application for any Notes in registered form to be accepted for trading in book-entry form by DTC or CDS. The CUSIP and/or CINS numbers for each Tranche of Registered Notes, together with the relevant ISIN and Common Code, will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is 3 Boulevard du Roi Albert II, B.1210 Brussels, Belgium and the address of Clearstream, Luxembourg is Avenue J. F. Kennedy, L-1855 Luxembourg.

The address of DTC is 55 Water Street, 25th Floor, New York, NY 10041-0099, United States of America.

The address of CDS is 85 Richmond Street West, Toronto, Ontario, Canada, M5H 2C9.

If accepted for admission to the Austraclear System, interests in Australian Domestic Notes may be held through Euroclear or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in the Australian Domestic Notes in Euroclear would be held in the Austraclear System by a nominee of Euroclear (currently HSBC Custody Nominees (Australia) Limited) while entitlements in respect of holdings of interests in the Australian Domestic Notes in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of Clearstream, Luxembourg (currently ANZ Nominees Limited).

The rights of a holder of interests in Australian Domestic Notes held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominee and the rules and regulations of the Austraclear System.

In addition, any transfer of interests in the Australian Domestic Notes which is held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded in the Austraclear System, be subject to the Corporations Act 2001 of Australia and the requirements set out in Condition 1.

## **6. Significant or Material Change**

There has been no significant change in the financial or trading position of each of the Issuers or the Guarantor and its subsidiaries since 31 December, 2011, being the date of its last published consolidated annual financial statements.

There has been no material adverse change in the financial position or prospects of each of the Issuers or the Guarantor since 31 December, 2011, being the date of its last published consolidated annual financial statements.

## **7. Litigation**

A claim was filed against the Issuer by tax authorities abroad in relation to the refund of certain tax credits and other associated amounts. Following modifications to the demand, its nominal amount stands at £69m at the balance sheet exchange rate (2010: £71m). At 31 December, 2011, additional interest in relation to the demand could amount to £37m at the balance sheet exchange rate (2010: £35m). A favourable judgment for the Issuer was handed down at first instance in September 2006 which was appealed against by the tax authorities in January 2007. In June 2010, the court ruled in favour of the tax authorities. The Issuer appealed that ruling and in December 2011 the tax authorities confirmed their intention to contest the appeal. Although this matter remains in dispute, in January 2012, £67m was paid in respect of this matter, further to a demand from the tax authorities, which had previously been provided.



Other than the proceedings disclosed in the preceding paragraph, the Santander UK Group (including, for the avoidance of doubt, each of the Issuer and the Guarantor) is not, nor has been, involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or the Guarantor is aware) which may have or had, in the 12 months prior to the date hereof, a significant effect on the financial position or profitability of the Santander UK Group, the Issuer, the Guarantor and its subsidiaries.

#### **8. Auditors**

The consolidated annual financial statements of the Issuers, the Guarantor and the Group for the years ended 31 December, 2011 and 31 December, 2010 herein included or incorporated by reference were audited by Deloitte LLP, Chartered Accountants and Registered Auditors, as stated in the report appearing therein, in accordance with International Standards on Auditing (UK and Ireland) and have been reported on without qualification. The auditors of the Issuers, the Guarantor and the Group have no material interest in the Issuers, the Guarantor or the Group.

The Trust Deed will provide that the Trustee may rely on any certificate or report of the auditors or any other expert as sufficient evidence of the facts stated therein in accordance with the provisions of the Trust Deed whether or not called for by or addressed to the Trustee and whether or not any such certificate or report or engagement letter or other document entered into by the Trustee and the auditors or any other expert in connection therewith contains a monetary or other limit on the liability of the auditors or such other expert.

#### **9. Australian Regulatory Controls**

The Banking (Foreign Exchange) Regulations and other regulations in Australia prohibit payments, transactions and dealings with assets having a prescribed connection with certain countries or named individuals or entities subject to international sanctions or associated with terrorism.

**10.** Bearer Notes and the relevant Receipts, Coupons or Talons will bear a legend to the effect that any U.S. person holding the same will be subject to limitations under the United States income tax laws, including those under Sections 165(j) and 1287(a) of the United States Internal Revenue Code of 1986, as amended.

#### **11. Programme Ratings**

As at the date of this Prospectus, the Programme has been rated (i) (P)A1 (long-term) and (P)P-1 (short-term) by Moody's, (ii) A+ (senior unsecured notes with a maturity of one year or more), A-1 (senior unsecured notes with a maturity of less than one year) and A- (subordinated notes) by S&P, and (iii) A+ (long-term senior unsecured) and F1 (short-term senior unsecured) by Fitch.

#### **12. Contracts (Rights of Third Parties) Act 1999**

The Contracts (Rights of Third Parties) Act 1999 (the "Act") provides, *inter alia*, that persons who are not parties to a contract governed by the laws of England and Wales may be given enforceable rights under such contract. Unless specifically provided in the applicable Final Terms to the contrary, this Programme expressly excludes the application of the Act to any issue of Notes under the Programme.

#### **13. Post Issuance Information**

Save as set out in the Final Terms, the Issuers do not intend to provide any post-issuance information in relation to any issue of Notes.

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**REGISTRAR**

**Citigroup Global Markets**

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**AUSTRALIAN REGISTRAR**

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