

EXECUTION VERSION

SUPPLEMENTAL ISSUER DEED OF CHARGE

23 DECEMBER 2011

BETWEEN

LANGTON SECURITIES (2008-1) PLC
(the Issuer)

SANTANDER UK PLC
(the Issuer Cash Manager, the Issuer Account Bank, the Issuer Start-Up Loan Provider and the
Secretarial Services Provider)

ABBEEY NATIONAL TREASURY SERVICES PLC
(the Issuer (Class A1) Swap Provider and the Issuer (Class A2) Swap Provider)

CITICORP TRUSTEE COMPANY LIMITED
(the Issuer Security Trustee and the Note Trustee)

CITIBANK, N.A., London Branch
(the Principal Paying Agent, the Registrar and the Agent Bank)

STRUCTURED FINANCE MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)

ALLEN & OVERY

Allen & Overy LLP

0012262-0002973 ICM:14027571.5

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THIS SUPPLEMENTAL ISSUER DEED OF CHARGE is dated 23 December 2011

and made **BETWEEN**:

- (1) **LANGTON SECURITIES (2008-1) PLC**, a company incorporated in England and Wales with limited liability (registered number 6432564), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacities as the **Issuer Cash Manager, Issuer Account Bank, Issuer Start-Up Loan Provider** and **Secretarial Services Provider**);
- (3) **ABBEY NATIONAL TREASURY SERVICES PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2338548), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacities as the **Issuer (Class A1) Swap Provider** and the **Issuer (Class A2) Swap Provider**);
- (4) **CITICORP TRUSTEE COMPANY LIMITED**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under this Deed);
- (5) **CITICORP TRUSTEE COMPANY LIMITED**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders under the Note Trust Deed);
- (6) **CITIBANK, N.A., London Branch** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK, N.A., London Branch** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Registrar**);
- (8) **CITIBANK, N.A., London Branch** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (9) **STRUCTURED FINANCE MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider** appointed by the Issuer under the Issuer Corporate Services Agreement).

BACKGROUND:

- (A) Pursuant to the deed of charge dated 23 March 2011 between the parties hereto (the **Original Issuer Deed of Charge** as the same may be further amended, restated and/or supplemented from time to time with the consent of the parties to this Supplemental Issuer Deed of Charge, including without limitation on the date hereof), the Issuer issued the Notes on 23 March 2011 and the other parties entered into the Issuer Transaction Documents dated 23 March 2011 in order to consummate the transactions described in the Prospectus relating to the Notes.
- (B) Pursuant to the Original Issuer Deed of Charge:

1. the Issuer agreed to provide the Issuer Security to secure the Issuer Secured Obligations; and
 2. the Issuer Security Trustee agreed to hold the benefit of the Issuer Security on trust for the benefit of the Issuer Secured Creditors.
- (C) The parties hereto wish to hereby supplement and amend the Original Issuer Deed of Charge as set out herein.

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Construction

- (a) The issuer master definitions and construction schedule, signed on 23 March 2011 by, amongst others, the parties to the Original Issuer Deed of Charge (as the same may be amended, restated and/or supplemented from time to time with the consent of the parties to this Supplemental Issuer Deed of Charge, including without limitation on the date hereof) (the **Issuer Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Supplemental Issuer Deed of Charge and, accordingly, the expressions defined in the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Supplemental Issuer Deed of Charge, including the recitals hereto.
- (b) This Supplemental Issuer Deed of Charge will be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.

2. ACKNOWLEDGEMENTS

- (a) The Issuer confirms that the assignment (and, to the extent not assignable, charge by way of a first fixed charge) of each of the Issuer Charged Documents pursuant to the Original Issuer Deed of Charge applies to such Issuer Charged Document as amended, varied, supplemented, restated and/ or novated from time to time (including without limitation on the date hereof pursuant to the Repurchase Amendment Documents).
- (b) The Issuer confirms to the Issuer Security Trustee (for itself and as trustee on behalf of the other Issuer Secured Creditors) that the Issuer Security remains in full force and effect as security for the Issuer Secured Obligations (including without limitation all monies, obligations and liabilities and all other amounts, due, owing, payable or owed by the Issuer to the Issuer Secured Creditors under and pursuant to the Repurchase Amendment Documents).
- (c) Each of the Issuer Secured Creditors acknowledges and agrees with the Issuer Security Trustee that the Issuer Security Trustee has agreed to give or has given its consent to the modifications to the Issuer Transaction Documents pursuant to the Repurchase Amendment Documents in accordance with Clause 12.1(b) (Modification) of the Original Issuer Deed of Charge.
- (d) Each of the Issuer Secured Creditors acknowledges that it is bound by, and deemed to have notice of, all of the provisions of the Issuer Transaction Documents (as amended, varied, supplemented, restated and/ or novated from time to time including without limitation on the

date hereof pursuant to the Repurchase Amendment Documents) as if it was a party to each Issuer Transaction Document.

3. AMENDMENTS TO ORIGINAL ISSUER DEED OF CHARGE

The parties hereby agree that, on and from the date hereof:

- (a) the first paragraph of Clause 6.2 of the Original Issuer Deed of Charge shall be amended so as to read as follows:

"Notwithstanding the Issuer Security but subject to Clause 6.1 (Application) and this Clause 6.2, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account and the Issuer GIC Account, or apply amounts, representing Issuer Revenue Receipts (but, for the avoidance of doubt, excluding amounts to be applied in accordance with Clause 6.6 on the Repurchase Date) on each Interest Payment Date (or on another date in respect of certain payments identified therein made to satisfy certain liabilities of the type described therein if those payments are due on that other date) to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in paragraph 3 of Schedule 2 of the Issuer Cash Management Agreement provided that:";

- (b) the first paragraph of Clause 6.3 of the Original Issuer Deed of Charge shall be amended so as to read as follows:

"Notwithstanding the Issuer Security but subject to Clause 6.1 (Application) and this Clause 6.3, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account, or apply amounts, representing Issuer Principal Receipts (but, for the avoidance of doubt, excluding amounts to be applied in accordance with Clause 6.6 on the Repurchase Date) on each Interest Payment Date to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in paragraph 4 of Schedule 2 to the Issuer Cash Management Agreement provided that:"; and

- (c) a new Clause 6.6 shall be inserted into the Original Issuer Deed of Charge immediately after Clause 6.5 of the Original Issuer Deed of Charge in the following form:

"6.6 Notwithstanding the Issuer Security but subject to Clause 6.1 (Application) and this Clause 6.6, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account in an amount equal to that received by the Issuer from Funding 1 on the Repurchase Date in prepayment of principal and interest under the Issuer Intercompany Loan Agreement to be applied in accordance with paragraph 5 of Schedule 2 to the Issuer Cash Management Agreement. The Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Reserve Fund in excess of the Issuer Reserve Fund Reduced Amount to be applied in accordance with paragraph 6 of Schedule 2 to the Issuer Cash Management Agreement".

4. SUPPLEMENTAL

This Supplemental Issuer Deed of Charge is supplemental to the Original Issuer Deed of Charge. Save as expressly amended by this Supplemental Issuer Deed of Charge, the Original Issuer Deed of Charge shall remain in full force and effect and the security created thereunder and all of the other

rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Supplemental Issuer Deed of Charge. The Original Issuer Deed of Charge and this Supplemental Issuer Deed of Charge shall henceforth be read and construed as one document and references in the Original Issuer Deed of Charge to "this Deed" shall be read as references to the Original Issuer Deed of Charge as supplemented and amended by this Supplemental Issuer Deed of Charge.

5. REGISTRATION OF ISSUER SECURITY

Within 21 calendar days of the date of this Supplemental Issuer Deed of Charge the Issuer undertakes to file (or to procure that a filing is made) with the Registrar of Companies pursuant to the provisions of Section 860 of the Companies Act 2006 a duly completed Form MG01 in respect of itself together with the required registration fee and an executed copy of this Supplemental Issuer Deed of Charge.

6. COUNTERPARTS

This Supplemental Issuer Deed of Charge may be executed and delivered in any number of counterparts (including electronically and by facsimile), all of which, taken together, shall constitute one and the same deed and any party may enter into the same by executing and delivering a counterpart (including electronically and by facsimile).

This Supplemental Issuer Deed of Charge (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding on the Issuer upon at least one copy of this Supplemental Issuer Deed of Charge having been executed and delivered by the Issuer, notwithstanding that this Supplemental Issuer Deed of Charge has not then been executed and delivered by any other party hereto or that such other party has executed or executes or has delivered or delivers a counterpart of this Supplemental Issuer Deed of Charge.

7. NOTICES

Any notice or communication to be given under or in connection with this Deed, the Issuer Deed of Charge, the Issuer Master Definitions and Construction Schedule and the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in Clause 24 (Notices) of the Original Issuer Deed of Charge.

8. LAW AND JURISDICTION

8.1 Governing Law

This Supplemental Issuer Deed of Charge and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law, provided that any terms of this Supplemental Issuer Deed of Charge which are (a) particular to Northern Irish law shall be governed by, and any non-contractual obligations arising out of or in connection therewith, shall be construed in accordance with, the laws of Northern Ireland and (b) particular to Scots law, and any non-contractual obligations arising out of or in connection therewith, shall be construed in accordance with the laws of Scotland.

8.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Supplemental Issuer Deed of Charge (including a dispute relating to any non-contractual obligations arising out of or in connection with this Supplemental

Issuer Deed of Charge) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Supplemental Issuer Deed of Charge (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

8.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with any Issuer Transaction Document or any transaction contemplated by any Issuer Transaction Document. This Supplemental Issuer Deed of Charge may be filed as a written consent to trial by court.

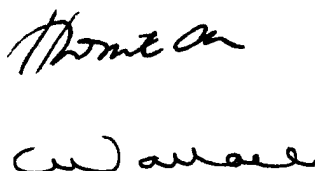
9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Supplemental Issuer Deed of Charge has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these presents except and to the extent (if any) that this Supplemental Issuer Deed of Charge expressly provides for such Act to apply to any of its terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

THIS SUPPLEMENTAL ISSUER DEED OF CHARGE has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a DEED by)
LANGTON SECURITIES (2008-1) PLC)
acting by two directors)
being SFM Directors Limited)
and)
SFM Directors (No.2) Limited)



The Issuer Security Trustee

EXECUTED as a DEED by)
CITICORP TRUSTEE COMPANY)
LIMITED)
acting by two directors)
Director:)
Director:)

The Note Trustee

Issuer Deed of Charge) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Supplemental Issuer Deed of Charge (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

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Each party waives any right it may have to a jury trial of any claim or cause of action in connection with any Issuer Transaction Document or any transaction contemplated by any Issuer Transaction Document. This Supplemental Issuer Deed of Charge may be filed as a written consent to trial by court.

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The Issuer

EXECUTED as a DEED by)
LANGTON SECURITIES (2008-1) PLC)
acting by two directors)
being SFM Directors Limited)
and)
SFM Directors (No.2) Limited)

The Issuer Security Trustee

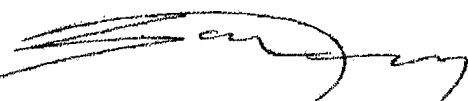
EXECUTED as a DEED by)
CITICORP TRUSTEE COMPANY)
LIMITED)
acting by ~~two directors~~ *its duly authorised*)
attorney)
Director:)



Georgia Mitchell

Director: *WITNESSED BY:*)

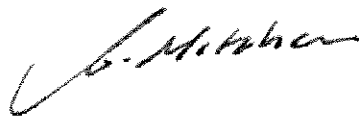
The Note Trustee



SARA FARAJ

Agency and Trust
Global Transaction Services
Citigroup Centre
Canada Square,
Canary Wharf
London E14 5LB

EXECUTED as a DEED by)
CITICORP TRUSTEE COMPANY)
LIMITED)
acting by ~~two directors~~ its duly authorised)
~~attorney~~)
~~Directors~~)



Georgia Mitchell

Director: WITNESSED BY)



Principal Paying Agent, Agent Bank,
and Registrar

Agency and Trust
Global Transaction Services
Citigroup Centre
Canada Square,
Canary Wharf
London E14 5LB

SARA FARAS

EXECUTED as a DEED by)
CITIBANK, N.A., LONDON BRANCH)

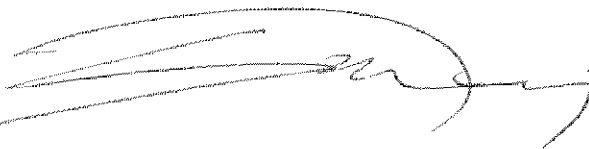


Georgia Mitchell

acting by:)

in the presence of:)

Witness's signature)



Name
Address
Agency and Trust
Global Transaction Services
Citigroup Centre
Canada Square,
Canary Wharf
London E14 5LB

SARA FARAS

The Issuer Cash Manager, the Issuer Account Bank,
the Issuer Start-Up Loan Provider and
the Secretarial Services Provider

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)

By:

Name:

in the presence of:

Witness's signature)

Name
Address

EXECUTED as a DEED by)
CITICORP TRUSTEE COMPANY)
LIMITED)
acting by two directors)
Director:)
Director:)

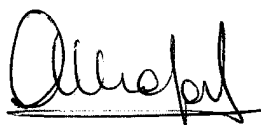
**Principal Paying Agent, Agent Bank,
and Registrar**

EXECUTED as a DEED by)
CITIBANK, N.A., LONDON BRANCH)
acting by:)
in the presence of:)
Witness's signature)

Name
Address

**The Issuer Cash Manager, the Issuer Account Bank,
the Issuer Start-Up Loan Provider and
the Secretarial Services Provider**

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name:)



in the presence of:

Witness's signature)



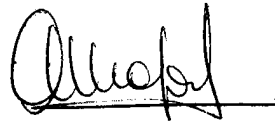
Name
Address

Azem Shamolli
ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD

The Issuer (Class A1) Swap Provider and the Issuer (Class A2) Swap Provider

EXECUTED as a DEED by
ABBAY NATIONAL TREASURY
SERVICES PLC
acting by its duly authorised attorney

)
)
)
)



in the presence of:

Witness's signature

)



Name

Azem Shamolli

Address

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD

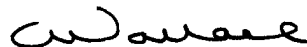
The Issuer Corporate Services Provider

EXECUTED as a DEED by
STRUCTURED FINANCE
MANAGEMENT LIMITED
acting by one director and
the Company Secretary

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Director:

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Secretary:

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