

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

(in its capacity as the note trustee in respect of the 2010-1 Notes (the "2010-1 Note Trustee"), the note trustee in respect of the 2011-1 Notes (the "2011-1 Note Trustee"), the issuer security trustee in respect of the 2010-1 Notes (the "2010-1 Issuer Security Trustee"), the Issuer security trustee in respect of the 2011-1 Notes (the "2011-1 Issuer Security Trustee") and as the "Funding 1 Security Trustee")

To: Citibank, N.A. London Branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

(in its capacity as the 2010-2 Note Trustee in respect of the 2010-2 Notes (the "2010-2 Note Trustee") and as the 2011-2 Note Trustee in respect of the 2011-2 Notes (the "2011-2 Note Trustee" and, together with the 2010-1 Note Trustee, the 2010-2 Note Trustee and the 2011-1 Note Trustee, the "Note Trustees" and each a "Note Trustee") and in its capacity as the 2010-2 Issuer Security Trustee in respect of the 2010-2 Notes (the "2010-2 Issuer Security Trustee") and the 2011-2 Issuer Security Trustee in respect of the 2011-2 Notes (the "2011-2 Issuer Security Trustee", together with the 2010-1 Issuer Security Trustee, the 2010-2 Issuer Security Trustee and the 2011-1 Issuer Security Trustee, the "Issuer Security Trustees" and each an "Issuer Security Trustee" and, together with the Note Trustees and the Funding 1 Security Trustee, the "Trustees")

29 April 2016

Dear Sirs,

Langton Securities (2008-1) plc (the "2011-1 Issuer"), Langton Securities (2010-1) plc (the "2010-1 Issuer") and Langton Securities (2010-2) plc (the "2010-2 Issuer" and the "2011-2 Issuer") and Langton Funding (No. 1) Limited ("Funding 1") – Proposed Amendments to Transaction Documents

1. We refer to:

- (A) the Master Definitions and Construction Schedule signed by, amongst others, Funding 1 and dated 25 January 2008 (as the same may be modified from time to time) (the "Master Definitions and Construction Schedule");
- (B) the Issuer Master Definitions and Construction Schedule signed by, amongst others, the 2010-1 Issuer and dated the 2010-1 Closing Date (as the same may

be modified from time to time) (the "2010-1 Issuer Master Definitions and Construction Schedule");

- (C) the Issuer Master Definitions and Construction Schedule signed by, amongst others, the 2010-2 Issuer and dated the 2010-2 Closing Date (as the same may be modified from time to time) (the "2010-2 Issuer Master Definitions and Construction Schedule");
 - (D) the Issuer Master Definitions and Construction Schedule signed by, amongst others, the 2011-1 Issuer, and dated the 2011-1 Closing Date (as the same may be modified from time to time) (the "2011-1 Issuer Master Definitions and Construction Schedule"); and
 - (E) the Issuer Master Definitions and Construction Schedule signed by, amongst others, the 2011-2 Issuer and dated the 2011-2 Closing Date (as the same may be modified from time to time) (the "2011-2 Issuer Master Definitions and Construction Schedule", and together with the 2010-1 Issuer Master Definitions and Construction Schedule, the 2010-2 Issuer Master Definitions and Construction Schedule and the 2011-1 Issuer Master Definitions and Construction Schedule, the "Issuer Master Definitions and Construction Schedules").
2. The Master Definitions and Construction Schedule and each of the Issuer Master Definitions and Construction Schedules are hereby incorporated into, and shall form part of, this letter. Capitalised terms and expressions used in this letter shall, unless defined herein or the context requires otherwise, have the meanings given to them in the Master Definitions and Construction Schedule and the relevant Issuer Master Definitions and Construction Schedule. In the event of a conflict between the Master Definitions and Construction Schedule and any Issuer Master Definitions and Construction Schedule, the relevant Issuer Master Definitions and Construction Schedule shall prevail.

Proposed Amendments to Transaction Documents

- 3. We propose to make certain changes to the terms of the Transaction Documents in connection with the substitution of the Mortgages Trustee and the removal of the Mortgages Trustee as a party to the Controlling Beneficiary Deed under the Residential Mortgages Backed Securitisation between, *inter alios*, Langton Securities (2008-1) plc, the 2010-1 Issuer, the 2010-2 Issuer, the 2011-1 Issuer, the 2011-2 Issuer, Funding 1 and the Trustees (the "Langton Securitisation").
- 4. The substitution of the Mortgages Trustee is required in order to address changes to the Eurosystem monetary policy framework introduced by Guideline (EU) 2015/510 of the European Central Bank (the "ECB") of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (the "Revised ECB Guidelines"), and will involve the replacement of the current Mortgages Trustee with Langton Mortgages Trustee (UK) Limited, a company incorporated in England and Wales.

5. The removal of the Mortgages Trustee as a party to the Controlling Beneficiary Deed is being proposed to help strengthen the UK tax analysis of the Langton Securitisation.
6. To implement the substitution of the Mortgages Trustee and removal of the Mortgages Trustee as a party to the Controlling Beneficiary Deed (the "Proposed Modifications") as summarised in paragraphs 4 and 5 above, and as described in further detail in paragraphs 12-20 below, we propose to modify each of the Transaction Documents set out in Schedule 1 (together, the "Modified Transaction Documents" and each a "Modified Transaction Document").
7. This letter does not address:
 - (A) amendments to the recitals to the Transaction Documents that merely provide background to the proposed amendments;
 - (B) amendments to correct typographical errors that have come to light during our review and which we are taking the opportunity to correct, and amendments which are of a formal, minor or technical nature; or
 - (C) amendments to update references to, or developments in, the law, or amendments necessary to ensure compliance with mandatory provisions of law.
8. For the benefit of the Trustees' review, we can confirm that:
 - (A) the Proposed Modifications are consistent with a corresponding change which has been or will be made to Santander UK's Fosse Residential Mortgage Backed Securities Programme (the "Fosse Programme") on or about the date of this letter; and
 - (B) the Proposed Modifications will result in a position consistent with Santander UK's Holmes Residential Mortgage Backed Securities Programme (the "Holmes Programme"), which already has a UK-incorporated mortgages trustee.

Basis for Consent – Funding 1 Transaction Documents

9. We request the consent of the Funding 1 Security Trustee to the amendments to the Funding 1 Agreements, as set out in Schedule 1 to this letter, which relate to the Proposed Modifications.
10. Pursuant to clause 12.1(a) of the Funding 1 Deed of Charge, the Funding 1 Security Trustee shall, without any consent or sanction of the Funding 1 Secured Creditors (except where they are a party to the relevant Funding 1 Agreement which is the subject of such modification, where the consent of such party will be required), be required to concur with Funding 1 or any other person in making or giving its consent to any modification to any Funding 1 Agreement only if so directed by the Funding 1 Issuer Security Trustees (subject to the provisions of the relevant Funding 1 Issuer Deed of Charge), so long as there is any Loan Tranche outstanding, and otherwise by all of the Funding 1 Secured Creditors.

Basis for Consent – Issuer Transaction Documents

11. As set out below, we request the consent of each Note Trustee and each Issuer Security Trustee to the amendments proposed to the Issuer Transaction Documents, as set out in Schedule 1 to this letter, which relate to the Proposed Modifications, and, as a result, we request each Note Trustee to direct each Issuer Security Trustee to provide such consent.
12. Pursuant to clause 20.2(a) of each Note Trust Deed, each Note Trustee may concur, or direct the respective Issuer Security Trustee to concur, or direct the relevant Issuer Security Trustee to direct the Funding 1 Security Trustee to concur, with any modifications to the Transaction Documents if, in the opinion of the relevant Note Trustee, such modification will not be materially prejudicial to the holders of any Class of the relevant Notes or is of a formal, minor or technical nature or is necessary to correct a manifest error.
13. Pursuant to clause 12.2 of each of the Issuer Deeds of Charge, the relevant Issuer Security Trustee is required concur, and to direct the Funding 1 Security Trustee to concur, with any modifications to the Transaction Documents if so directed by the relevant Note Trustee so long as there are any Notes outstanding.

Rationale and No Material Prejudice Analysis

Substitution of the Mortgages Trustee

14. With effect from 1 May 2015, the Revised ECB Guidelines replaced the previous guideline of the ECB of 20 September 2011 on monetary policy instruments and procedures of the Eurosystem (Guideline ECB/2011/14).
15. The Revised ECB Guidelines contain several new requirements that must be satisfied in order for asset-backed securities (such as Notes issued under the Langton Securitisation) ("ABS") to be eligible for use as collateral in Eurosystem credit operations ("Eurosystem Eligible"). In particular, Articles 74(2) and (3) of the Revised ECB Guidelines require that:
 - "2. *The cash-flow generating assets shall be originated by an originator incorporated in the EEA and sold to the SPV by the originator or by an intermediary incorporated in the EEA.*
 3. *For the purpose of paragraph 2, a Mortgages Trustee or receivables trustee shall be considered to be an intermediary. ABSs on the list of eligible marketable assets as on 1 May 2015 that do not comply with paragraph 2 as regards the place of incorporation of a Mortgages Trustee or receivables trustee shall remain eligible until 1 May 2016 provided all other applicable eligibility criteria are met."*

The effect of these requirements is to require any mortgages trustee holding cash-flow generating assets backing the relevant ABS to be incorporated in the EEA, in order to be Eurosystem Eligible.

16. Any ABS that do not comply with these requirements, but which were included on the ECB's list of eligible market assets as at 1 May 2015, will remain Eurosystem Eligible until 1 May 2016 provided that all other applicable requirements of the Revised ECB Guidelines are met.
17. The Trust Property is currently held on a bare trust as to capital and income by Langton Mortgages Trustee Limited, a private company with limited liability incorporated in Jersey – i.e. an entity incorporated outside the EEA. Accordingly, unless Langton Mortgages Trustee Limited is replaced as Mortgages Trustee by an entity incorporated within the EEA: (i) no future Notes issued after 1 May 2015 will be Eurosystem Eligible; and (ii) all Notes issued prior to 1 May 2015 will cease to be Eurosystem eligible with effect from 1 May 2016.
18. We therefore propose to substitute Langton Mortgages Trustee (UK) Limited, a company incorporated in England and Wales – i.e. within the EEA – as Mortgages Trustee. Langton Mortgages Trustee (UK) Limited was incorporated in England and Wales on 31 March 2010 under the laws of England and Wales with registered number 07210539. Its registered office is at 2 Triton Square, Regent's Place, London NW1 3AN. Langton Mortgages Trustee (UK) Limited is intended to operate in the same way as the existing Mortgages Trustee, save for the change in its jurisdiction of incorporation.
19. We also propose to appoint Structured Finance Management Limited, who specialise in the administration of UK-based structured finance transactions and who are familiar with the Langton Securitisation as an existing provider of corporate services to Funding 1, PECOH and Holdings, as the replacement administrator of the Mortgages Trustee concurrently with the substitution of the Mortgages Trustee. This change will be effected through the termination of the Mortgages Trustee Corporate Services Agreement in accordance with the process set out in clause 12 (*Termination*) thereof, and the appointment of Structured Finance Management Limited as the replacement administrator to the Mortgages Trustee on terms substantially the same as those set out in the existing Mortgages Trustee Corporate Services Agreement. This change is being undertaken in accordance with the terms of the Transaction Documents and so does not require the consent of the Trustees.
20. The substitution of Langton Mortgages Trustee (UK) Limited as Mortgages Trustee will have no effect on the interests of the beneficiaries of the Mortgages Trust, nor on the structure of the Langton Securitisation, because:
 - (A) the current Mortgages Trustee holds the Trust Property on bare trust, and it is proposed that the substituted Mortgages Trustee will hold the Trust Property on the same basis;
 - (B) the terms of the Mortgage Trust Deed and the Mortgages Trust will not be amended, save to the extent necessary to facilitate and reflect the substitution of the Mortgages Trustee;
 - (C) the Trust Property will be unaffected by the substitution of the Mortgages Trustee; and

(D) no adverse tax consequences will arise as a result of the substitution. In particular:

- (i) there will be no UK transfer tax (stamp duty, stamp duty reserve tax ("SDRT") or stamp duty land tax ("SDLT")) consequences of the substitution because the substitution will not constitute a "transfer" (or, within the meaning of the SDLT legislation, "acquisition") of the Trust Property for the purposes of those transfer taxes;
- (ii) although the fact that the substituted Mortgages Trustee is incorporated in the UK increases the risk that any future transfer of shares in the substituted Mortgages Trustee will be chargeable to stamp duty or SDRT, none of the beneficiaries, the Funding 1 Secured Creditors or the holders of any Series and/or Class of Notes would be affected by any such charge (which would be likely, in any event, to be mitigated by available reliefs); and
- (iii) the overall tax burden of the Langton Securitisation will be unaffected by the substitution. In particular:
 - (a) the fact that the substituted Mortgages Trustee will continue to hold the Trust Property on a bare trust basis will mean that the trust structure will be transparent for UK tax purposes and will not itself be assessed to UK tax; and
 - (b) the qualification of Funding 1 and each Issuer as a "securitisation company" for the purposes of the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296) (the "Regulations") will be unaffected and so Funding 1 and each Issuer will continue to be taxed under the regime established by the Regulations.

21. It is noted that, in connection with the proposals outlined above, various consequential amendments are proposed to be made in the Modified Transaction Documents to, for example: (i) update waiver, notice and correspondence details, (ii) amend service of process obligations and appointment provisions, and (iii) remove of any redundant Jersey law provisions and obligations (e.g. data protection) of the Mortgages Trustee, and other such amendments to reflect the appointment of Structured Finance Management Limited as the replacement administrator to the Mortgages Trustee (in each case, as more fully described in the relevant Modified Transaction Documents).
22. The substitution of the Mortgages Trustee will ensure that the requirements of the Revised ECB Guidelines are satisfied so that existing and future Notes issued under the Langton Securitisation will be Eurosystem Eligible (provided all other requirements in the Revised ECB Guidelines are also met). This will enable holders to use existing and future Notes issued under the Langton Securitisation as collateral in Eurosystem credit operations which should, in turn, broaden the potential investor base for the Notes and improve liquidity in the Notes.

23. Given that the proposed amendments are being made in order to improve the quality of the Notes under the Langton Securitisation with respect to the requirements of the Revised ECB Guidelines and for the other reasons set out above, the changes will not be materially prejudicial to the interests of the Funding 1 Secured Creditors or the holders of any Series and/or Class of Notes.

Removal of Mortgages Trustee as a Party to the Controlling Beneficiary Deed

24. Removing the Mortgages Trustee as a party to the Controlling Beneficiary Deed is intended to remove any possible implication that the Mortgages Trustee has a right to direct how the Trust Property is dealt with, which implication could undermine the application of section 60(1) of the Taxation of Chargeable Gains Act 1992 (the "TCGA 1992") to the Mortgages Trustee. A charge to capital gains tax can arise for a UK resident trustee where the trustee holds settled property (i.e. property held on trust). However, section 60(1) of the TCGA 1992 states that property held by a person as trustee for another person absolutely entitled as against the trustee is treated as if such property were vested in the beneficiary. Further, section 60(2) of the TCGA 1992 states that, for these purposes, property is held by a person as trustee for another person absolutely entitled against it regardless of whether the other person has the exclusive right to direct how that property is to be dealt with. There are currently two key documents under the Langton Securitisation that give power to the parties to direct how the Trust Property is dealt with – the Mortgages Trust Deed and the Controlling Beneficiary Deed. The Mortgages Trust Deed gives the Mortgages Trustee the power to deal with the Trust Property in accordance with the contractual arrangements between the beneficiaries and the Mortgages Trustee. The case of *Booth v Ellard* [1980] STC 555 is often cited as authority to support the conclusion that this arrangement does not prevent section 60 of the TCGA 1992 from applying to trustees (such as the Mortgages Trustee) of trusts where the beneficiaries are able to bring the trust to an end. Under the Controlling Beneficiary Deed, the beneficiaries agree amongst themselves which beneficiaries have the right to direct how the Trust Property is handled. There is no legal reason for requiring the Mortgages Trustee to be a party to the Controlling Beneficiary Deed, as the Mortgages Trustee is obliged to perform as directed under the Mortgages Trust Deed in any case. However, if the Mortgages Trustee is a party to the Controlling Beneficiary Deed, there may be a risk that this could be taken to imply that the Mortgages Trustee has a right to direct how the Trust Property is dealt with, rather than simply taking the actions it is directed to take under the Mortgages Trust Deed. In order to avoid this implication, it is proposed that the Mortgages Trustee is removed as a party to the Controlling Beneficiary Deed.
25. The proposed amendment to the Controlling Beneficiary Deed is not materially prejudicial to the interests of any Funding 1 Secured Creditors or the holders of any Series and/or Class of Notes because it strengthens the UK tax analysis supporting the Langton Securitisation by clarifying that only the beneficiaries have a right to direct how Trust Property is handled and should ensure that section 60 of the TCGA 1992 applies to the Mortgages Trustee. In addition, the proposed amendment is not materially prejudicial to the interests of any Funding 1 Secured Creditors or to the holders of any Series and/or Class of Notes because there is no legal reason for the Mortgages Trustee to be a party to the Controlling Beneficiary Deed – it has no obligations, rights or powers under the Controlling Beneficiary Deed and its removal as a party to the Controlling Beneficiary Deed does not impact on the obligations, rights and powers of

the other parties to the Controlling Beneficiary Deed or the parties to the Transaction Documents.

Certifications

26. Each of Funding 1, the 2008-1 Issuer, the 2010-1 Issuer, the 2010-2 Issuer, the 2011-1 Issuer and the 2011-2 Issuer hereby certify that the Proposed Modifications will not be materially prejudicial to the interests of the respective holders of any Class of the relevant Notes.
27. The Proposed Modifications are not modifications of the type listed in clause 12.1(b) (i) to (x) of the Funding 1 Deed of Charge or in clause 12.1(b) (i) to (xi) of each Issuer Deed of Charge.
28. The Funding 1 Secured Creditors and the Issuer Secured Creditors who are parties to the Modified Transaction Documents have consented to the Proposed Modifications and will evidence their consent by signing Schedule 2 of this letter (in the case of the Funding 1 Secured Creditors) and entering into the relevant Modified Transaction Documents (in the case of the Issuer Secured Creditors).
29. None of the Proposed Amendments would constitute a Basic Terms Modification.
30. This letter constitutes a certificate for the purposes of clause 17(b) of the Note Trust Deed, clause 13.4(e) of the Funding 1 Deed of Charge and clause 13.4(e) of each Issuer Deed of Charge.

Request for Consent to Amendments

31. We hereby request that each Note Trustee, each Issuer Security Trustee and the Funding 1 Security Trustee consent to the Proposed Modifications by countersigning this letter.
32. By signing Schedule 3 to this letter:
 - (A) each Note Trustee shall concur with the Proposed Modifications;
 - (B) the Note Trustees shall direct the respective Issuer Security Trustees to consent to the Proposed Modifications to the Issuer Transaction Documents;
 - (C) the Note Trustees shall direct the respective Issuer Security Trustees to direct the Funding 1 Security Trustee to consent to the matters set out in sub-paragraph (F) below;
 - (D) the Issuer Security Trustees, at the direction of the respective Note Trustees, shall provide their consent to the Proposed Modifications as set out in each Modified Transaction Document which is an Issuer Transaction Document;
 - (E) the Issuer Security Trustees, at the direction of the respective Note Trustees, shall direct the Funding 1 Security Trustee to consent to the matters set out in sub-paragraph (F) below; and

- (F) the Funding 1 Security Trustee, at the direction of the Issuer Security Trustees, shall provide its consent to the Proposed Modifications as set out in each Modified Transaction Document which is a Funding 1 Agreement,


in each case, to the extent that the Proposed Modifications have been brought to the attention of the relevant Note Trustees, the relevant Issuer Security Trustees and/or the Funding 1 Security Trustee by this letter and the drafts of the Modified Transaction Documents that have been sent to them (electronically or otherwise).

By countersigning this letter, the Funding 1 Secured Creditors consent to the Proposed Modifications and instruct the Funding 1 Security Trustee to give its written consent to the Proposed Modifications in accordance with clause 12.1(a) of the Funding 1 Deed of Charge.


General

33. If implemented, we will give notice of the Proposed Modifications to the Funding 1 Secured Creditors and to the holders of any outstanding Notes in accordance with the requirements of the Transaction Documents.
34. Please note that this letter is subject to, and is qualified in its entirety by, the drafts of the Modified Transaction Documents that have been sent to you (electronically or otherwise). It is, therefore, important that you review in detail the drafts of the Modified Transaction Documents sent to you in order to understand in full the proposals being made.
35. This letter may be executed in one or more counterparts, all of which when taken together shall constitute one and the same letter.
36. This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law. The English courts have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this letter.
37. A person who is not a party to this letter may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

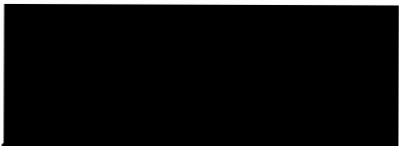
Yours faithfully,




.....
per pro SFM Directors Limited,
for and on behalf of
LANGTON SECURITIES (2008-1) PLC




.....
per pro SFM Directors (No. 2) Limited, for
and on behalf of
LANGTON SECURITIES (2008-1) PLC




.....
a Director, for and on behalf of
LANGTON SECURITIES (2010-1) PLC




.....
a Director, for and on behalf of
LANGTON SECURITIES (2010-1) PLC




.....
a Director, for and on behalf of
LANGTON SECURITIES (2010-2) PLC



.....
a Director, for and on behalf of
LANGTON SECURITIES (2010-2) PLC



.....
per pro SFM Directors Limited,
for and on behalf of
LANGTON FUNDING (NO. 1) LIMITED



.....
per pro SFM Directors (No. 2) Limited, for
and on behalf of
LANGTON FUNDING (NO. 1) LIMITED

**SCHEDULE 1
MODIFIED TRANSACTION DOCUMENTS**

1. Mortgage Sale Agreement
2. Servicing Agreement
3. Cash Management Agreement
4. Mortgages Trust Deed
5. Master Definitions and Construction Schedule
6. Mortgages Trustee Bank Account Agreement
7. Controlling Beneficiary Deed
8. Funding 1 Deed of Charge
9. Mortgages Trustee Corporate Services Agreement

SCHEDULE 2
CONSENT OF THE FUNDING 1 SECURED CREDITORS

We hereby certify that we are all of the Funding 1 Secured Creditors and, by countersigning this letter, we hereby consent to the modifications to the Transaction Documents as set out in the Modified Transaction Documents, and instruct the Funding 1 Security Trustee to give its written consent to such changes in accordance with clause 12.1(a) of the Funding 1 Deed of Charge.

.....
 for and on behalf of
LANGTON SECURITIES (2008-1) PLC
 (as 2011-1 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2008-1) PLC
 (as 2011-1 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2010-1) PLC
 (as 2010-1 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2010-1) PLC
 (as 2010-1 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2010-2) PLC
 (as 2010-2 Issuer)

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 for and on behalf of
LANGTON SECURITIES (2010-2) PLC
 (as 2010-2 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2010-2) PLC
 (as 2011-2 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2010-2) PLC
 (as 2011-2 Issuer)

.....
 for and on behalf of
CITICORP TRUSTEE COMPANY LIMITED
 (as Funding 1 Security Trustee)

.....
 for and on behalf of
CITICORP TRUSTEE COMPANY LIMITED
 (as Funding 1 Security Trustee)

SCHEDULE 2
CONSENT OF THE FUNDING 1 SECURED CREDITORS

We hereby certify that we are all of the Funding 1 Secured Creditors and, by countersigning this letter, we hereby consent to the modifications to the Transaction Documents as set out in the Modified Transaction Documents, and instruct the Funding 1 Security Trustee to give its written consent to such changes in accordance with clause 12.1(a) of the Funding 1 Deed of Charge.

.....
 for and on behalf of
LANGTON SECURITIES (2008-1) PLC
 (as 2011-1 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2008-1) PLC
 (as 2011-1 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2010-1) PLC
 (as 2010-1 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2010-1) PLC
 (as 2010-1 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2010-2) PLC
 (as 2010-2 Issuer)



.....
 for and on behalf of
LANGTON SECURITIES (2010-2) PLC
 (as 2010-2 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2010-2) PLC
 (as 2011-2 Issuer)

.....
 for and on behalf of
LANGTON SECURITIES (2010-2) PLC
 (as 2011-2 Issuer)

.....
 for and on behalf of
CITICORP TRUSTEE COMPANY LIMITED
 (as Funding 1 Security Trustee)







.....
 for and on behalf of
CITICORP TRUSTEE COMPANY LIMITED
 (as Funding 1 Security Trustee)


for and on behalf of
SANTANDER UK PLC
(as Seller)
for and on behalf of
SANTANDER UK PLC
(as Seller)

.....

for and on behalf of
**LANGTON MORTGAGES TRUSTEE
LIMITED**
as (Mortgages Trustee)

.....

for and on behalf of
**LANGTON MORTGAGES TRUSTEE
LIMITED**
as (Mortgages Trustee)
for and on behalf of
SANTANDER UK PLC
(as Cash Manager)
for and on behalf of
SANTANDER UK PLC
(as Cash Manager)
for and on behalf of
SANTANDER UK PLC
(as Funding 1 Account Bank)
for and on behalf of
SANTANDER UK PLC
(as Funding 1 Account Bank)
for and on behalf of
SANTANDER UK PLC
(as Secretarial Services Provider)
for and on behalf of
SANTANDER UK PLC
(as Secretarial Services Provider)
for and on behalf of
SANTANDER UK PLC
(as Funding 1 Swap Provider)
for and on behalf of
SANTANDER UK PLC
(as Funding 1 Swap Provider)

.....
for and on behalf of
SANTANDER UK PLC
(as Seller)

[REDACTED]

.....
for and on behalf of ^{Director}
LANGTON MORTGAGES TRUSTEE
LIMITED
as (Mortgages Trustee)

.....
for and on behalf of
SANTANDER UK PLC
(as Seller)

[REDACTED]

.....
for and on behalf of
LANGTON MORTGAGES TRUSTEE
LIMITED
(as Mortgages Trustee)

.....
for and on behalf of
SANTANDER UK PLC
(as Cash Manager)

.....
for and on behalf of
SANTANDER UK PLC
(as Cash Manager)

.....
for and on behalf of
SANTANDER UK PLC
(as Funding 1 Account Bank)

.....
for and on behalf of
SANTANDER UK PLC
(as Funding 1 Account Bank)

.....
for and on behalf of
SANTANDER UK PLC
(as Secretarial Services Provider)

.....
for and on behalf of
SANTANDER UK PLC
(as Secretarial Services Provider)

.....
for and on behalf of
SANTANDER UK PLC
(as Funding 1 Swap Provider)

.....
for and on behalf of
SANTANDER UK PLC
(as Funding 1 Swap Provider)

.....
 for and on behalf of
**STRUCTURED FINANCE MANAGEMENT
 LIMITED**
 (as Funding 1 Corporate Services Provider)

.....
 for and on behalf of
**STRUCTURED FINANCE MANAGEMENT
 LIMITED**
 (as Funding 1 Corporate Services Provider)

.....
 for and on behalf of
**STRUCTURED FINANCE MANAGEMENT
 LIMITED**
 (as Holdings Corporate Services Provider)

.....
 for and on behalf of
**STRUCTURED FINANCE MANAGEMENT
 LIMITED**
 (as Holdings Corporate Services Provider)

.....
 for and on behalf of
**STRUCTURED FINANCE MANAGEMENT
 LIMITED**
 (as PECO Corporate Services Provider)

.....
 for and on behalf of
**STRUCTURED FINANCE MANAGEMENT
 LIMITED**
 (as PECO Corporate Services Provider)

.....
 for and on behalf of
LANGTON SECURITIES (2010-1) PLC
 (as 2010-1 Funding 1 Start-Up Loan
 Provider)

.....
 for and on behalf of
LANGTON SECURITIES (2010-1) PLC
 (as 2010-1 Funding 1 Start-Up Loan
 Provider)

.....
 for and on behalf of
LANGTON SECURITIES (2010-2) PLC
 (as 2010-2 Funding 1 Start-Up Loan
 Provider)

.....
 for and on behalf of
LANGTON SECURITIES (2010-2) PLC
 (as 2010-2 Funding 1 Start-Up Loan
 Provider)

.....
 for and on behalf of
LANGTON SECURITIES (2008-1) PLC
 (as 2011-1 Funding 1 Start-Up Loan
 Provider)

.....
 for and on behalf of
LANGTON SECURITIES (2008-1) PLC
 (as 2011-1 Funding 1 Start-Up Loan
 Provider)

SCHEDULE 3
ACKNOWLEDGEMENT AND CONSENT OF THE NOTE TRUSTEES, THE ISSUER
SECURITY TRUSTEES AND THE FUNDING 1 SECURITY TRUSTEE

.....
 for and on behalf of
CITICORP TRUSTEE COMPANY LIMITED
 (as 2010-1 Note Trustee)

.....
 for and on behalf of
CITICORP TRUSTEE COMPANY LIMITED
 (as 2011-1 Note Trustee)

.....
 for and on behalf of
CITIBANK N.A., LONDON BRANCH
 (as 2010-2 Note Trustee)

.....
 for and on behalf of
CITIBANK N.A., LONDON BRANCH
 (as 2011-2 Note Trustee)

.....
 for and on behalf of
CITICORP TRUSTEE COMPANY LIMITED
 (as Funding 1 Security Trustee)

.....
 for and on behalf of
CITICORP TRUSTEE COMPANY LIMITED
 (as 2010-1 Issuer Security Trustee)

.....
 for and on behalf of
CITICORP TRUSTEE COMPANY LIMITED
 (as 2011-1 Issuer Security Trustee)

.....
 for and on behalf of
CITIBANK N.A., LONDON BRANCH
 (as 2010-2 Issuer Security Trustee)

.....
 for and on behalf of
CITIBANK N.A., LONDON BRANCH
 (as 2011-2 Issuer Security Trustee)

.....
 for and on behalf of
CITICORP TRUSTEE COMPANY LIMITED
 (as Funding 1 Security Trustee)