

EXECUTION COPY

**EIGHTH AMENDED AND RESTATED MORTGAGE SALE
AGREEMENT**

9 OCTOBER 2014

SANTANDER UK PLC
as Seller and a Beneficiary

and

FOSSE FUNDING (NO. 1) LIMITED
as Funding 1 and a Beneficiary

and

FOSSE TRUSTEE LIMITED
as Mortgages Trustee

and

LAW DEBENTURE TRUST COMPANY OF NEW YORK
as Funding 1 Security Trustee

ALLEN & OVERY

Allen & Overy LLP

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THIS SEVENTH AMENDED AND RESTATED MORTGAGE SALE AGREEMENT (this **Agreement**) is made as a deed on 9 October 2014

BETWEEN:

- (1) **SANTANDER UK PLC** (registered number 2294747), a public limited company incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacities as the **Seller** and a **Beneficiary**);
- (2) **FOSSE FUNDING (NO. 1) LIMITED** (registered number 5925696), a private limited company incorporated under the laws of England and Wales, whose registered office is at c/o Structured Finance Management Limited, 35 Great St. Helen's, London EC3A 6AP (acting in its capacities as **Funding 1** and a **Beneficiary**);
- (3) **FOSSE TRUSTEE LIMITED** (registered number 94410), a private limited company incorporated under the laws of Jersey, Channel Islands, whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT, Channel Islands (acting in its capacity as **Mortgages Trustee**); and
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017, United States of America (acting in its capacity as **Funding 1 Security Trustee**, which expression shall include such company and all other persons or companies for the time being acting as security trustee (or co-trustee) pursuant to the terms of the Funding 1 Deed of Charge).

WHEREAS:

- (A) The Seller carries on the business of, *inter alia*, originating mortgage loans to individual borrowers secured on residential properties in England, Wales, Scotland and Northern Ireland.
- (B) The Mortgage Sale Agreement entered into on 28 November 2006 (the **Original Mortgage Sale Agreement**) (as amended and restated on 1 August 2007, 20 December 2007 and 11 March 2010 between Alliance & Leicester and the parties hereto (other than Santander UK which has replaced Alliance & Leicester in its role as the Seller and Beneficiary pursuant to the Part VII Scheme (defined below) and as further amended and restated between the parties hereto on 3 June 2010, 6 December 2011, 27 April 2012 and 19 August 2013) (the **Existing Mortgage Sale Agreement**) sets out the terms and conditions with respect to the purchase by the Mortgages Trustee from the Seller of the above mentioned mortgage loans together with the benefit of their related security. The parties have agreed to amend and restate the terms of the Existing Mortgage Sale Agreement on the terms set out herein.
- (C) The Mortgages Trustee holds its interests in all of the above mentioned mortgage loans sold to the Mortgages Trustee as bare trustee for the Beneficiaries upon, with and subject to the trusts, powers and provisions of the Mortgages Trust Deed entered into on 28 November 2006 (as amended, restated, varied, supplemented and/or novated from time to time).
- (D) Pursuant to a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (the **Part VII Scheme**), all of Alliance & Leicester's business was transferred to Santander UK. The Part VII Scheme was approved and provided for the transfer of this Agreement, so that all accrued rights and obligations of Alliance & Leicester in its capacities as the Seller and a Beneficiary under this Agreement and all future rights and obligations of Alliance & Leicester in its capacities as the Seller and a Beneficiary under this Agreement have been transferred to, and have vested in or become liabilities of (as applicable), Santander UK on 28 May 2010 (the **Part VII Effective Date**).

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND CONSTRUCTION

- 1.1 The master definitions and construction schedule signed by, amongst others, Alliance & Leicester and the parties to this Deed (other than Santander UK which has replaced Alliance & Leicester plc pursuant to the Part VII Scheme (defined below)) and dated 28 November 2006 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto, including without limitation on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013 and on the date hereof) (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule (as so amended, varied or supplemented from time to time) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in clause 3 (*Interpretation and Construction*) of the Master Definitions and Construction Schedule.
- 1.2 References in this Agreement to the Funding Companies and the Funding Security Trustees shall, for so long as Funding 1 and the Funding 1 Security Trustee are the sole Funding Company and Funding Security Trustee respectively, be construed as references to Funding 1 and the Funding 1 Security Trustee respectively.
- 1.3 Any reference in this Agreement to any discretion, power, right, duty or obligation on the part of the Mortgages Trustee shall be as exercised by the Mortgages Trustee subject, in each case, to the provisions of the Mortgages Trust Deed.
- 1.4 For the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Transaction Documents are, so far as applicable, incorporated herein.
- 1.5 The Initial Portfolio contained as Part 1 of the Exhibit to the Existing Mortgage Sale Agreement and any schedule of New Loans attached to any New Portfolio Notice may be provided in a document stored upon electronic media (including, but not limited to, a CD-ROM) in a format (as to electronic media) acceptable to the Mortgages Trustee and the relevant Funding Security Trustees (each acting reasonably).
- 1.6 The parties hereto have agreed to amend and restate the terms of the Existing Mortgage Sale Agreement as set out herein. As at the date of this Agreement (the **Effective Date**), any future rights or obligations (excluding such rights and obligations accrued to the Effective Date) of a party under the Existing Mortgage Sale Agreement shall be extinguished and shall instead be governed by this Agreement.

2. SALE AND PURCHASE OF INITIAL PORTFOLIO

- 2.1 Subject to the fulfilment of the conditions set out in Clause 2.2 and Clause 3.1 on or before the Initial Closing Date in consideration of:
- (a) the Initial Purchase Price (which shall be paid in accordance with Clause 3.4); and
 - (b) the covenant of the Mortgages Trustee to hold the Trust Property upon trust, for *inter alios*, the Seller, with and subject to all the trusts, powers and provisions of the Mortgages Trust Deed; and

(c) the payment of the Deferred Purchase Price in respect of the Portfolio,

the Seller hereby agrees to sell and the Mortgages Trustee agrees to purchase with full title guarantee (or, in relation to rights and assets situated in or governed by the laws of Scotland, with absolute warrandice or, in relation to rights and assets situated in or governed by the laws of Northern Ireland, as beneficial owner):

- (i) the Initial Portfolio (other than the CCA Mortgages comprising the Initial Portfolio) on the Initial Closing Date; and
- (ii) each Product Switch and Further Advance made on or after the Initial Closing Date in respect of the Loans comprised in the Initial Portfolio,

but excluding, for the avoidance of doubt, any other debt (other than a Loan) owed by a Borrower to the Seller.

2.2 The obligation of the Seller under Clause 2.1 shall be subject to and conditional upon:

- (a) the issue by the Issuer of the Notes on the Initial Closing Date and the borrowing by Funding 1 of the Loan Tranches on the Initial Closing Date under the Intercompany Loan Agreement;
- (b) the constitution of the Mortgages Trust on or prior to the Initial Closing Date; and
- (c) the Transaction Documents having been executed and delivered by the parties thereto on or before the Initial Closing Date.

2.3 The Mortgages Trustee hereby agrees to pay to the Seller the Deferred Purchase Price for the CCA Mortgages which shall be held on trust for the Mortgages Trustee in accordance with the terms of this Agreement and the sale of the Loans and their Related Security comprised in the Initial Portfolio.

2.4 The sale by the Seller of any Loans and their Related Security shall not include any obligation to make a Further Advance (if any) nor to fund any future or committed drawings by a Borrower in respect of a Flexible Loan (if any), which obligation shall at all times, and notwithstanding the sale of such Loans remain an obligation of the Seller.

2.5 Notwithstanding any other provision of this Agreement, until such time as the Mortgages Trustee has obtained a licence enabling it to acquire and hold the CCA Mortgages, the Seller shall not sell, assign or transfer the CCA Mortgages on the Initial Closing Date or, as applicable, the relevant Sale Date to the Mortgages Trustee and instead hereby declares and agrees to hold the CCA Mortgages (other than any Scottish CCA Mortgages) and any and all rights, title, interest, benefit, income and payments therefrom as bare trustee (for the same consideration as would have been payable and subject to the same conditions and terms as would have applied if such CCA Mortgages (other than any Scottish CCA Mortgages) had not been regulated by the CCA) for the Mortgages Trustee (the **CCA Mortgages Trust**) (and, for the avoidance of doubt, shall hold such Scottish CCA Mortgages under and on the terms of the relevant Scottish Declaration of Trust).

2.6 Any references herein to the sale, transfer or assignment (or equivalent expression) on the Initial Closing Date or, as applicable, the relevant Sale Date in respect of any Loans and their Related Security in the Initial Portfolio or any New Portfolio (and each Product Switch and Further Advance made in respect thereof) which is a CCA Mortgage shall be deemed to refer to such CCA Mortgages being held upon the CCA Mortgages Trust (or, where applicable, under the relevant Scottish Declaration of Trust). Any references herein to the repurchase of any CCA Mortgage shall be deemed to refer to such CCA Mortgages being released from the CCA Mortgages Trust (or, where

applicable, the relevant Scottish Declaration of Trust). The Mortgages Trustee hereby agrees and directs the Seller that such CCA Mortgage and any and all rights, title, interest, benefit, income and payments therefrom shall be released from and no longer subject to the CCA Mortgages Trust (or, where applicable, the relevant Scottish Declaration of Trust) and the Mortgages Trustee shall transfer to the Seller all rights, title, interest, benefits, income and payments from such CCA Mortgage and any and all rights, title, interest, benefit, income and payments therefrom and shall thereupon acknowledge that such CCA Mortgage and any and all rights, title, interest, benefit, income and payments therefrom shall no longer be held by the Seller as bare trustee for the Mortgages Trustee under the CCA Mortgages Trust (or the relevant Scottish Declaration of Trust). The provisions of this Agreement in respect of the Loans and Related Security comprising the Initial Portfolio and any New Portfolio shall apply *mutatis mutandis* in respect of such CCA Mortgages.

- 2.7 Upon the Mortgages Trustee obtaining a licence enabling it to acquire and hold the CCA Mortgages, the Mortgages Trustee shall forthwith deliver written notice thereof to the Seller and the provisions of Clauses 2.5 and 2.6 shall cease to apply and the CCA Mortgages Trust (but not, for the avoidance of doubt, each relevant Scottish Declaration of Trust) shall terminate. The Mortgages Trustee hereby transfers to the Seller and thereupon acknowledges that the CCA Mortgages (excluding, for the avoidance of doubt, the Scottish CCA Mortgages) and any and all rights, title, interest, benefit, income and payments therefrom shall no longer be held by the Seller as bare trustee for the Mortgages Trustee. Immediately following such transfer the Seller hereby agrees to sell and the Purchaser hereby agrees to purchase with full title guarantee or, in the case of any CCA Mortgage situated in or governed by the law of Scotland, with absolute warrandice or, in relation to any CCA Mortgage situated in or governed by the laws of Northern Ireland, as beneficial owner to the Mortgages Trustee such CCA Mortgages and any and all rights, title, interest, benefit, income and payments therefrom on the date of such notice and each Product Switch and Further Advance made on or after the Initial Closing Date in respect of the CCA Mortgages (and, for the avoidance of doubt, all such Scottish CCA Mortgages shall continue to be held under and on the terms of each relevant Scottish Declaration of Trust).

3. INITIAL CLOSING DATE

- 3.1 (a) A meeting has taken place on the Initial Closing Date at the offices of Allen & Overy LLP, 40 Bank Street, Canary Wharf, London E14 5NR at which the Seller delivered to the Mortgages Trustee or its representative the following documents:
- (i) two originals of the power of attorney dated as at the Initial Closing Date and substantially in the form set out in Schedule 5 hereto, duly executed by the Seller;
 - (ii) a duly executed assignment of the Insurance Contracts dated as at the Initial Closing Date and in the form of the Assignment of Insurance Contracts substantially in the form set out in Schedule 8;
 - (iii) a certificate of a duly authorised officer of the Seller dated as at the Initial Closing Date attaching a copy of the board minute of the Seller authorising its duly appointed representatives to agree the sale of the Portfolio and authorising execution and performance of this Agreement, the Servicing Agreement, the other Transaction Documents to which the Seller is a party (in any capacity) and all of the documentation to be entered into pursuant to this Agreement and confirming that the resolutions referred to therein are in full force and effect and have not been amended or rescinded as at the date of the certificate;
 - (iv) a duly executed assignment and assignation of rights against third parties comprised in the Initial Portfolio dated as at the Initial Closing Date and in the form of the Assignment of Third Party Rights substantially in the form set out in Schedule 7;

- (v) a solvency certificate from an authorised signatory of the Seller dated the Initial Closing Date in a form acceptable to the Mortgages Trustee, Funding 1 and the Funding 1 Security Trustee (each acting reasonably);
 - (vi) an updated, complete and accurate list of the Loans and their Related Security in the Initial Portfolio which may be provided in a document stored upon electronic media (including, but not limited to, a CD-ROM) in a form acceptable to the Mortgages Trustee, Funding 1 and the Funding 1 Security Trustee (each acting reasonably);
 - (vii) a Scottish Declaration of Trust in respect of the Scottish Loans and their Related Security in the Initial Portfolio in the form set out in Schedule 13 and with the annexure thereto duly completed, duly executed by the Seller, the Mortgages Trustee and Funding 1; and
 - (viii) a duly executed data transfer agreement on the terms of the Standard Contractual Clauses (as defined in Clause 7.7).
- (b) The parties hereto acknowledge that completion on the Initial Closing Date of the sale to the Mortgages Trustee of all of the Seller's rights, titles, interests and benefits in and to the Loans and their Related Security comprised in the Initial Portfolio subject to the terms and provisions of the Mortgages Trust Deed shall occur as indicated in this Clause 3, provided that the matters described in Clause 6 and Clause 7.4 shall not occur until the relevant time indicated in Clause 6 or, as applicable, Clause 7.4.

3.2 The Seller undertakes that from the Initial Closing Date until the perfection of the sale in accordance with Clause 6, the Seller shall hold the Title Deeds and Customer Files relating to the Portfolio that are in its possession or under its control or held to its order to the order of the Mortgages Trustee.

3.3 The Seller shall, as soon as reasonably practicable after the sale of the Initial Portfolio on the Initial Closing Date procure that the interest of the Mortgages Trustee is noted by the relevant insurers in relation to each Seller Insurance Policy.

3.4 Subject to fulfilment of the conditions referred to in Clauses 2.2 and 3.1, the Seller was paid the Initial Purchase Price of £2,505,373,309 by CHAPS transfer (or as the Seller may otherwise direct) by the Mortgages Trustee on the Initial Closing Date.

4. SALE AND PURCHASE OF NEW PORTFOLIOS, PRODUCT SWITCHES AND FURTHER ADVANCES

4.1 Subject to fulfilment of the conditions set out in Clauses 2.2, 3.1, 4.2, 4.3 and 4.8 if the Seller shall at any time and from time to time serve a properly completed New Portfolio Notice on the Mortgages Trustee and the Funding Companies (with a copy to the Funding Security Trustees) (such service to be in the Seller's sole discretion), the Seller agrees that on the date for completion of the sale and assignment specified in the New Portfolio Notice the Seller shall sell with full title guarantee (or in relation to rights and assets situated in or governed by the laws of Scotland, with absolute warrandice or in relation to rights and assets situated in or governed by the laws of Northern Ireland, as beneficial owner) to the Mortgages Trustee:

- (a) the relevant New Portfolio but excluding, for the avoidance of doubt, any other debt (other than a Loan) owed by a Borrower to the Seller; and
- (b) each Product Switch and Further Advance made on or after the relevant Sale Date in respect of the Loans comprised in the New Portfolio.

- 4.2 The conditions (which may be varied or waived by the Mortgages Trustee (subject to the prior notification by the Rating Agencies that the then current ratings of the Rated Notes or any rated debt instruments of a Funding Company (if applicable) then outstanding will not be downgraded, withdrawn or qualified as a result of such variation or waiver) (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose) to be met as at each relevant Sale Date are:
- (a) no event of default under the Funding 1 Agreements (or under the Transaction Documents of any Further Funding Company, where applicable) shall have occurred which is continuing or unwaived as at the relevant Sale Date;
 - (b) the Funding 1 Principal Deficiency Ledger (other than the NR Principal Deficiency Sub-Ledger and/or the Funding 1 Loan Principal Deficiency Ledger, as the case may be) (or any deficiency ledger established by any Further Funding Company) does not have a debit balance as at the most recent Funding 1 Interest Payment Date (or at the relevant interest payment date in respect of any Further Funding Company) after applying all Funding 1 Available Revenue Receipts (or any available revenue receipts in respect of any Further Funding Company) on that Funding 1 Interest Payment Date (or at the relevant interest payment date in respect of any Further Funding Company);
 - (c) the Rating Agencies have confirmed in writing that the proposed increase in the Funding 1 Share (or relevant Further Funding Company Share, where applicable) as a result of making the Further Contribution would not cause the then current ratings by the Rating Agencies of any of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding to be downgraded, withdrawn or qualified (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose);
 - (d) as at the relevant Sale Date, the Seller has not received any notice that the short term, unsecured, unguaranteed and unsubordinated debt obligations of the Seller are not rated at least P-2 by Moody's and A-3 by Standard & Poor's and that the short term "Issuer Default Rating" of the Seller is not at least F2 by Fitch at the time of, and immediately following, the sale of New Loans to the Mortgages Trustee;
 - (e) in the case of a New Loan, the short term, unsecured, unsubordinated and unguaranteed debt obligations of the Seller are, at the time of, and immediately following the sale of the New Loans to the Mortgages Trustee, either:
 - (i) rated no lower than P-1 by Moody's; or
 - (ii) in the event that the short term, unsecured, unsubordinated and unguaranteed debt obligations of the Seller are rated lower than P-1 by Moody's but are rated no lower than P-2 by Moody's then:
 - (A) the Seller has, on such Sale Date, delivered a solvency certificate to, *inter alios*, the Mortgages Trustee in form and substance satisfactory to Moody's; and

(B) where:

I. the aggregate Current Balance of New Loans sold to the Mortgages Trustee following the later of:

- (1) the short term, unsecured, unsubordinated and unguaranteed debt obligations of the Seller falling lower than P-1 by Moody's; or
- (2) any previous audit of New Loans pursuant to this paragraph,

exceeds 20 per cent. of the Current Balance of all Loans in the Mortgages Trust at such time; or

II. 12 months has passed since:

- (1) the short term, unsecured, unsubordinated and unguaranteed debt obligation of the Seller falling lower than P-1 by Moody's; or
- (2) any previous audit of New Loans pursuant to this paragraph,

an audit has been performed on both (x) any New Loans to be sold to the Mortgages Trust on such Sale Date and (y) all New Loans which have been sold to the Mortgages Trust subject to the audit referred to in B(II)(2) above;

- (f) as at the relevant Sale Date, the aggregate Current Balance of the Loans comprising the Trust Property, in respect of which the aggregate amount In Arrears is more than 3 times the Monthly Payment then due, is less than 4 per cent. of the aggregate Current Balance of the Loans comprising the Trust Property as at that date (or such other percentage that the Rating Agencies confirm is sufficient in order that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding will not be downgraded, withdrawn or qualified (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose));
- (g) the aggregate amount In Arrears in respect of the Loans, as a percentage of the gross interest due on all Loans in the Mortgages Trust during the immediately preceding 12 months does not at the relevant Sale Date exceed 2 per cent. (or such other percentage that the Rating Agencies confirm is sufficient in order that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding will not be downgraded, withdrawn or qualified (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose));
- (h) except where any Funding Company makes an Initial Contribution to the Mortgages Trustee, the proceeds of which will be applied by the Mortgages Trustee to purchase New Loans, the aggregate Current Balance (excluding Accrued Interest and amounts In Arrears) of New Loans transferred in any one Funding 1 Interest Period must not exceed 15 per cent. of the aggregate Current Balance of Loans (excluding Accrued Interest and amounts In Arrears)

comprising the Trust Property as at the beginning of that Funding 1 Interest Period (or such other percentage that the Rating Agencies confirm is sufficient in order that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding will not be downgraded, withdrawn or qualified (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose));

- (i) the product of the WAFF and WALs for the Portfolio after such purchase calculated on the relevant Sale Date in accordance with S&P's methodology does not exceed the product of WAFF and WALs for the Loans constituting the Trust Property calculated on the most recent Closing Date plus 0.25 per cent.;
- (j) the sale and assignment of New Loans does not result in the Moody's Portfolio Variation Test Value of the Loans comprising the Trust Property after such sale and assignment (calculated by applying the Moody's Portfolio Variation Test to such Loans on such Sale Date) exceeding the most recently determined Moody's Portfolio Variation Test threshold value as calculated in relation to the Loans in the Portfolio as at the most recent date on which Moody's performed a full pool analysis on the Portfolio plus 0.30 per cent.;
- (k) the yield (as calculated below) of the Loans comprising the Trust Property together with the yield of the New Loans to be sold to the Mortgages Trustee on the relevant Sale Date (together for the purposes of this paragraph, the **Relevant Loans**) is at least equal to the Minimum Yield as at the relevant Sale Date, after taking into account the average yield on the Loans which are Variable Rate Loans, Base Rate Loans and Fixed Rate Loans and the margins on the Funding 1 Swap(s) and/or the relevant swap(s) of each Further Funding Company, where applicable, in each case as at the relevant Sale Date. The yield of the Relevant Loans is to be calculated as follows:

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

where,

- (A) = the Current Balance, on the relevant Sale Date, of the Relevant Loans which are Fixed Rate Loans;
- (B) = the rate receivable by Funding 1 under the part of the Funding 1 Swaps attributable to the Fixed Rate Loans as at the Sale Date;
- (C) = the Current Balance, on the relevant Sale Date, of the Relevant Loans which are Variable Rate Loans;
- (D) = the weighted average Variable Rate of the Relevant Loans which are Variable Rate Loans on the relevant Sale Date;
- (E) = the Basket Swap Rate for the Relevant Loans which are Variable Rate Loans on the relevant Sale Date;
- (F) = the rate receivable by Funding 1 under the Funding 1 Swaps attributable to the Variable Rate Loans and by each Further Funding Company under the part of the relevant swap of that Further Funding Company attributable to the Variable Rate Loans, in each case as at the relevant Sale Date;

- (G) = the Current Balance, on the relevant Sale Date, of the Relevant Loans which are Base Rate Loans;
 - (H) = the rate receivable by Funding 1 under the part of the Funding 1 Swaps attributable to the Base Rate Loans and by each Further Funding Company under the part of the relevant swap of that Further Funding Company attributable to the Base Rate Loans, in each case as at the relevant Sale Date;
 - (I) = the weighted average margin of the Relevant Loans which are Base Rate Loans over or under the Bank of England Base Rate on the relevant Sale Date; and
 - (J) = the Current Balance of the Relevant Loans on the relevant Sale Date;
- (l) no sale of the New Loans may occur, if, as at the relevant Sale Date, the Step-up Date in respect of any Class of Rated Notes has been reached and the Issuer (or any New Issuer, where applicable) has not exercised its option to redeem the relevant Class of Rated Notes as at that Sale Date in accordance with the conditions of that Class of Rated Notes. For the avoidance of doubt, this prohibition on the sale of New Loans to the Mortgages Trustee shall remain in effect only for so long as any such Class of Rated Notes remains outstanding and, upon its redemption, the sale of New Loans to the Mortgages Trustee may be resumed in accordance with the terms of this Agreement;
 - (m) as at the Sale Date, in the case of Funding 1, the Adjusted General Reserve Fund Level is equal to or greater than the General Reserve Fund Required Amount (and the equivalent condition is met in relation to each Further Funding Company, where applicable);
 - (n) if the sale of New Loans would include the sale of New Loan Types to the Mortgages Trustee, the Funding Security Trustees have received written confirmation from each of the Rating Agencies that such New Loan Types may be sold and assigned to the Mortgages Trustee and that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding will not be downgraded, withdrawn or qualified as a result of such sale of New Loan Types (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose);
 - (o) the Funding 1 Swap Agreement (and the relevant swap agreement of each Further Funding Company, where applicable) have been modified if and as required (or, if appropriate, Funding 1 has entered into a new Funding 1 Swap Agreement) (or each Further Funding Company has entered into a new swap agreement, where applicable) to hedge against the interest rates payable in respect of such New Loans and the floating rate of interest payable on the Intercompany Loan (in the case of Funding 1) and any New Intercompany Loans (in the case of the relevant Further Funding Company);
 - (p) no Trigger Event has occurred on or before the relevant Sale Date;
 - (q) each New Loan and its Related Security complies in all material respects at the relevant Sale Date with the representations and warranties set out in Schedule 1; and

- (r) the sale and assignment of the Loans to the Mortgages Trust will not result in a breach of any of the Fitch Conditions (for which purpose all references to the Sale Date shall be construed as the most recent Trust Calculation Date) as calculated on the relevant Sale Date.

In this Clause 4.2 references to any Monthly Payment due at any date means the Monthly Payment payable in respect of the month in which that date falls.

- 4.3 The obligations of the Seller under Clause 4.1 and 4.2 shall be subject to and conditional upon no Insolvency Event having occurred in relation to the Seller which is continuing as at the relevant Sale Date PROVIDED THAT if the sale was in fact made at a time when an Insolvency Event had occurred in respect of the Seller and was continuing, Clause 8.3 shall be applicable on the same basis as if Schedule 1 had contained a warranty that no Insolvency Event in relation to the Seller had occurred at such time and that there is a material breach of such warranty.
- 4.4 The conditions (which may be varied or waived by the Mortgages Trustee (subject to the prior notification by the Rating Agencies that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding will not be downgraded, withdrawn or qualified as a result of such variation or waiver) (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose)) for any Loan which has been subject to a Product Switch or a Further Advance (other than an Excluded Product Switch or an Excluded Further Advance) to remain in the Trust Property, to be met as of the Trust Calculation Date immediately following the Product Switch or the making of the Further Advance (other than an Excluded Product Switch or an Excluded Further Advance), as the case may be, are:
 - (a) no event of default under the Funding 1 Agreements (or event of default under the Transaction Documents of any Further Funding Company, where applicable) shall have occurred which is continuing or unwaived as at the relevant Trust Calculation Date;
 - (b) as at the relevant Trust Calculation Date, the aggregate Current Balance of Loans comprising the Trust Property, in respect of which the aggregate amount In Arrears is more than 3 times the Monthly Payment then due, is less than 4 per cent. of the aggregate Current Balance of the Loans comprising the Trust Property as at that date or such other percentage that the Rating Agencies confirm is sufficient in order that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding are not downgraded, withdrawn or qualified (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose);
 - (c) the aggregate of amounts In Arrears in respect of the Loans comprised in the Mortgages Trust, as a percentage of the gross interest due on all Loans comprised in the Mortgages Trust during the immediately preceding 12 months does not exceed 2 per cent. or such other percentage that the Rating Agencies confirm is sufficient in order that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) are not downgraded, withdrawn or qualified (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose);
 - (d) as at the relevant Trust Calculation Date, the Adjusted General Reserve Fund Level is equal to or greater than the General Reserve Required Amount (and the equivalent condition is met in relation to each Further Funding Company, where applicable);

- (e) the Mortgages Trustee is not aware that the then current ratings by the Ratings Agencies of the Rated Notes then outstanding or any debt instruments of a Funding Company (if applicable) then outstanding would be downgraded, withdrawn or qualified as a result of the relevant Product Switch and/or the relevant Further Advance (other than an Excluded Product Switch and/or Excluded Further Advance) remaining in the Mortgages Trust;
- (f) each Loan and its Related Security which is the subject of a Product Switch and/or a Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) complies in all material respects, at the date of such Product Switch and/or, as the case may be, such Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance), with the Representations and Warranties set out in Schedule 1;
- (g) as a result of the relevant Product Switch and/or the relevant Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) remaining in the Mortgages Trust, on the relevant Trust Calculation Date, the product of the WAFF and WALs for the Loans comprised in the Trust Property after such Product Switch and/or such Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) calculated on such Trust Calculation Date in accordance with S&P's methodology (in the same way as for the Initial Loans comprised in the Mortgages Trust as at the Initial Closing Date (or as agreed by the Servicer and S&P from time to time)) will not exceed the product of the WAFF and WALs for the Loans comprising the Trust Property calculated on the most recent Closing Date, plus 0.25 per cent.;
- (h) the yield of the Loans comprising the Trust Property on the relevant Trust Calculation Date is at least equal to the Minimum Yield calculated on the immediately preceding Funding 1 Interest Payment Date (in respect of the then current Interest Period), after taking into account the average yield on the Loans which are Variable Rate Loans, Base Rate Loans and Fixed Rate Loans and the margins on the Funding 1 Swap(s) (and any relevant swap(s) of each Further Funding Company, where applicable), in each case as at the relevant Trust Calculation Date. The yield of the relevant Loans is to be calculated *mutatis mutandis* to the calculation in Clause 4.2(k) above but as if references therein to the Sale Date were references to the relevant Trust Calculation Date for the purposes of this Clause;
- (i) if the making of a Product Switch and/or a Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) would result in a New Loan Type being included in the Mortgages Trust, then the Funding Security Trustees have previously received written confirmation from the Rating Agencies that the then current ratings of the Rated Notes then outstanding or any debt instruments of a Funding Company (if applicable) then outstanding will not be downgraded, withdrawn or qualified as a result of the Loans which were subject to a Product Switch and/or a Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) remaining in the Trust Property (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose);
- (j) the Funding 1 Swap Agreement (or the relevant swap agreement of each Further Funding Company, where applicable) has been modified if and as required (and, if appropriate, Funding 1 has entered into a new swap agreement or, where applicable, each Further Funding Company has entered into a new swap agreement) to hedge against the interest rate payable in respect of such Product Switches and/or such Further Advances (other than an Excluded Product Switch and/or an Excluded Further Advance) and the floating rate of interest payable on the relevant Intercompany Loans;
- (k) no Trigger Event has occurred on or before the relevant Trust Calculation Date;

- (l) there will not be any breach of the Fitch Conditions (for which purpose all references to the Sale Date shall be construed as the most recent Trust Calculation Date) as calculated on the most recent Trust Calculation Date,

provided that the above conditions shall not apply in respect of a Product Switch and/or a Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) if prior to the Business Day falling ten days after the end of the Trust Calculation Period in which the Product Switch and/or the Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) is made each of the Rating Agencies confirms in writing to the Mortgages Trustee and the Funding Security Trustees that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding will not be withdrawn, downgraded or qualified as a result of such Product Switch and/or such Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose).

- 4.5 Subject to fulfilment of the conditions referred to in Clauses 4.1, 4.2 and 4.8, the relevant Purchase Price to be provided to the Seller by the Mortgages Trustee for the sale and assignment of the New Portfolio to the Mortgages Trustee on a Sale Date shall be the aggregate of:
- (a) the payment to be made by the Mortgages Trustee by CHAPS transfer to the Seller on the relevant Sale Date of the Initial Purchase Price (funded from the proceeds of an Initial Contribution); and
 - (b) the covenant of the Mortgages Trustee to hold the Trust Property on trust for, *inter alios*, the Seller pursuant to the terms of the Mortgages Trust Deed; and
 - (c) the payment to be made by the Mortgages Trustee to the Seller on each Deferred Distribution Date of the Deferred Purchase Price in respect of the Portfolio (funded from the proceeds of Deferred Contributions).
- 4.6 The Mortgages Trustee hereby agrees to pay to the Seller the Deferred Purchase Price for the sale of the Loans and their Related Security comprised in any New Portfolio.
- 4.7 The Seller shall, as soon as reasonably practicable after completion of the sale of each New Portfolio procure that the interest of the Mortgages Trustee is noted by the relevant insurers in relation to each Seller Insurance Policy.
- 4.8 (a) On the relevant Sale Date of the relevant New Portfolio, the Seller shall deliver to the Mortgages Trustee (and at the same time certify in writing satisfaction to the Funding Security Trustees) or its representative the following documents:
- (i) a duly executed assignment of the Insurance Contracts dated as of the relevant Sale Date and in the form of the Assignment of Insurance Contracts substantially in the form set out in Schedule 8;
 - (ii) on any Sale Date that the Mortgages Trustee provides consideration for New Loans to be sold to the Mortgages Trustee pursuant to Clause 4.5(a) above only, a certificate of a duly authorised officer of the Seller dated as at the relevant Sale Date attaching either (A) a copy of the board minute referred to in Clause 3.1(a)(iii) or (B) any board minutes or considerations, notes and resolutions of the Seller or its duly authorised delegate (as applicable) authorising its duly appointed representatives to agree the sale of a New Portfolio, and authorising the execution

and performance of the Transaction Documents to which the Seller is party, in each case confirming that the resolutions referred to therein are in full force and effect and have not been amended or rescinded as at the date of the certificate;

- (iii) a duly executed assignment and assignation of rights against third parties comprised in the relevant New Portfolio dated as at the relevant Sale Date and substantially in the form of the Assignment of Third Party Rights set out in Schedule 7 hereto;
- (iv) a solvency certificate signed by an authorised signatory of the Seller dated as at the relevant Sale Date in a form acceptable to the Mortgages Trustee and the Funding Security Trustees (each acting reasonably) but only in the event that the relevant Sale Date is also a Closing Date and/or a solvency certificate has not been delivered by the Seller in the six months prior to the relevant Sale Date, and/or the Seller ceases to have the Minimum Ratings;
- (v) a Scottish Declaration of Trust in respect of the Scottish Loans and their Related Security (if any) comprised in the relevant New Portfolio, in the form (*mutatis mutandis*) set out in Schedule 13 and with the annexure thereto duly completed, duly executed by the Seller, the Mortgages Trustee and the Funding Companies.

- (b) Without prejudice to the requirement to provide the information set out in the relevant New Portfolio Notice and the annexure to the relevant Scottish Declaration of Trust, within five London Business Days of the relevant Sale Date, the Seller undertakes to provide the Mortgages Trustee (with a copy to the Funding Companies and (if requested) the Funding Security Trustees) with an updated, completed and accurate list of the New Loans and their Related Security which comprise the relevant New Portfolio which may be in a document stored upon electronic media (including, but not limited to, a CD-ROM) in a format (as to electronic media) acceptable to the Mortgages Trustee, the Funding Companies and (if applicable) the Funding Security Trustees (each acting reasonably).
- (c) The parties hereto acknowledge that completion on each relevant Sale Date of the sale to the Mortgages Trustee of all of the Seller's right, title, interest and benefit in and to the relevant New Portfolio subject to the terms and provisions of the Mortgages Trust Deed shall occur as indicated in this Clause 4 **PROVIDED THAT** the matters described in Clause 6 and shall not occur until the relevant time indicated in Clause 6.

4.9 The Seller undertakes that from the relevant Sale Date until the perfection of the assignment or assignation (as appropriate) in accordance with Clause 6, the Seller shall hold the Title Deeds and Customer Files relating to the New Portfolio that are in its possession or under its control or held to its order to the order of the Mortgages Trustee or as the Mortgages Trustee shall direct.

4.10 Prior to the occurrence of a Trigger Event, the Seller undertakes to use all reasonable endeavours to offer to sell, in accordance with the provisions of this Clause, to the Mortgages Trustee and the Mortgages Trustee undertakes to use all reasonable endeavours to acquire from the Seller, until the earlier of the latest Step-up Date stated in the applicable Final Terms (or such later date as may be notified by the Funding Companies to the Seller) and the occurrence of a Trigger Event, sufficient New Loans and their Related Security so that the Seller Share does not fall below the Minimum Seller Share at any time; provided that the Seller shall not be obliged to sell New Loans and their Related Security to the Mortgages Trustee if in the reasonable opinion of the Seller, such sale would adversely affect the business of the Seller. The Funding Company that has (or, if more than one, the Funding Companies that have) more than a nominal interest in the Trust Property under the terms of the Mortgages Trust Deed on any date, may agree and determine at any time, without the consent of the Further Funding Companies that have (or, as applicable, the Funding Company that has) a nominal interest only in the Trust Property as at that date to:

- (i) increase or decrease the Minimum Seller Share and such adjusted Minimum Seller Share will thereafter apply; or
- (ii) amend the time period(s) during which the Minimum Seller Share apply,

provided that the Funding Companies have received prior written confirmation from the Rating Agencies that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding will not be downgraded, withdrawn or qualified as a result of such amendments (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose). Any amendments to the Minimum Seller Share after the Initial Closing Date must be promptly notified by the relevant Funding Company making amendments to each of the other parties to this Agreement.

5. TRUST OF MONIES

- 5.1 Notwithstanding the sales effected by this Agreement, if at, or at any other time after, the Initial Closing Date (but prior to any repurchase in accordance with Clause 8.5) the Seller holds, or there is held to its order, or it receives, or there is received to its order any property, interests, rights or benefits and/or the proceeds thereof hereby agreed to be sold, the Seller undertakes to each of the Mortgages Trustee, the Funding Companies and the Funding Security Trustees that, subject to Clause 6, it will promptly remit, assign and/or transfer the same to the Mortgages Trustee or as it shall direct and until it does so or to the extent that the Seller is unable to effect such remittance, assignment, assignation or transfer, it will hold such property, interests, rights or benefits and/or the proceeds thereof upon trust for the Mortgages Trustee.
- 5.2 If at, or any time after the Initial Closing Date, the Mortgages Trustee holds, or there is held to its order, or it receives, or there is received to its order, any property, interests, rights or benefits relating to:
 - (a) any Loan or Loans under a Mortgage Account and its Related Security repurchased by the Seller pursuant to Clause 8.3; or
 - (b) (without prejudice to Clause 12) amounts owed by a Borrower to the Seller which the Seller has not agreed to sell under Clause 2.1 or Clause 4.1,

and/or the proceeds thereof, the Mortgages Trustee undertakes to the Seller that it will remit, assign, re-assign, retrocess or transfer the same to the Seller, as the case may require, and until it does so or to the extent that the Mortgages Trustee is unable to effect such remittance, assignation, assignment, re-assignment, retrocession or transfer, the Mortgages Trustee undertakes to hold such property, interests, rights or benefits and/or the proceeds thereof upon trust for the Seller as the beneficial owner thereof or as the Seller may direct PROVIDED THAT the Mortgages Trustee shall not be in breach of its obligations under this Clause 5 if, having received any such monies and paid them to third parties in error, it pays an amount equal to the monies so paid in error to the Seller in accordance with the Servicing Agreement.

6. COMPLETION OF THE TRANSFER OF LOANS

- 6.1 The assignments or assignations (as appropriate) contemplated by this Agreement shall be perfected on the twentieth (20th) London Business Day after receipt of written notice from the Mortgages Trustee, (as directed by the Funding Companies and/or the Funding Security Trustees) requesting that the Seller take such action. The parties hereto agree that the Mortgages Trustee shall not make such a request unless any of the following events occur:

- (a) the service of an Intercompany Loan Acceleration Notice in relation to the Intercompany Loan (or equivalent events in relation to any New Intercompany Loans) or a Note Acceleration Notice in relation to any Notes; or
- (b) the Seller being required to perfect legal title to the Mortgages, or procure any or all of the acts referred to in this Clause 6 by an order of a court of competent jurisdiction or by any regulatory authority to which the Seller is subject or any organisation whose members comprise (but are not necessarily limited to) mortgage lenders and with whose instructions it is customary for the Seller to comply; or
- (c) it becoming necessary by law to do any or all of the acts referred to in this Clause 6; or
- (d) the Funding 1 Security (or the Security granted to any Further Funding Security Trustee, where applicable) or any material part thereof being, in the reasonable opinion of the Funding Security Trustees, in jeopardy and the Funding Security Trustees deciding to take action in order materially to reduce such jeopardy; or
- (e) the termination of the Seller's role as Servicer under the Servicing Agreement unless the Rating Agencies provide prior confirmation that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding will not be withdrawn, downgraded or qualified as a result of such termination (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose); or
- (f) the Seller requesting perfection by serving notice in writing to that effect on the Mortgages Trustee, the Funding Companies and the Funding Security Trustees; or
- (g) the occurrence of an Insolvency Event in relation to the Seller;
- (h) the latest Final Repayment Date of the outstanding Loan Tranches under the Intercompany Loan (and any outstanding New Loan Tranches under any New Intercompany Loans, where applicable); or
- (i) the Seller's long-term, unsecured, unsubordinated and unguaranteed credit rating by Standard & Poor's ceases to be at least BBB- or long-term "Issuer Default Rating" by Fitch ceases to be at least BBB-.

6.2 If the Seller ceases to have a long term unsecured, unsubordinated and unguaranteed credit rating by Moody's of at least Baa3, or ceases to have a short-term unsecured unsubordinated and unguaranteed credit rating by Standard & Poor's of at least A-2 or ceases to have a long-term "Issuer Default Rating" by Fitch of at least BBB- (unless the relevant Rating Agency or Rating Agencies (as the case may be)) confirms in writing to the Mortgages Trustee, the Funding Companies, the Funding Security Trustees, the Issuer, and any New Issuers that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding will not be downgraded, withdrawn or qualified if such notice is not given), the Seller will be obliged to give notice only of the transfer of the equitable and beneficial interest in the Loans to the Borrowers, but will not be required to complete any other steps necessary to perfect legal title to the Loans in favour of the Mortgages Trustee except in the case of the Seller ceasing to have a long-term Issuer Default Rating by Fitch of at least BBB- where it shall be required to take steps to perfect legal title in accordance with Clause 6.1 above, unless and until one of the events set out in Clause 6.1 above occurs.

- 6.3 Completion of the transfer of the English Mortgages in the Portfolio shall be effected by:
- (a) a Registered Transfer, in the case of English Mortgages over Registered Land (substantially in the form set out in Schedule 2); and
 - (b) an Unregistered Transfer, in the case of English Mortgages over Unregistered Land (substantially in the form set out in Schedule 3).
- 6.4 Completion of the transfer of the Scottish Mortgages in the Portfolio shall be effected by:
- (a) the completion and registration in the Land Register of Scotland of an SLR Transfer (substantially in the form set out in Schedule 11), in the case of Scottish Mortgages over Properties title to which is registered in the Land Register of Scotland; and
 - (b) the completion and recording in the General Register of Sasines of a Sasine Transfer (substantially in the form set out in Schedule 12), in the case of Scottish Mortgages over Properties title to which is recorded in the General Register of Sasines.
- 6.5 Completion of the transfer of the Northern Irish Mortgages in the Portfolio shall be effected by:
- (a) the completion and registration in the Land Registry of Northern Ireland of a transfer of the legal title of the Northern Irish Mortgages over Properties title to which is registered in the Land Registry of Northern Ireland before the Part VII Effective Date and which are still registered in the name of Alliance & Leicester;
 - (b) the completion and registration in the Land Registry of Northern Ireland of a Registered Land Transfer, in the case of Northern Irish Mortgages over Properties title to which is registered in the Land Registry of Northern Ireland (in the form set out in Schedule 16); and
 - (c) the completion and registration at the Registry of Deeds, Belfast of an Unregistered Land Transfer (in the form set out in Schedule 17), in the case of Northern Irish Mortgages over Properties title to which is registered at the Registry of Deeds, Belfast.
- 6.6 Completion of the transfer of any other matter comprised in the Portfolio shall be effected by a transfer, conveyance or assignation in such form as the Mortgages Trustee may reasonably require.
- 6.7 Prior to perfection pursuant to Clause 6.1, none of the Mortgages Trustee, the Funding Companies or the Funding Security Trustees will:
- (a) submit or require the submission of any notice, form, request or application to or pay any fee for the registration or recording of, or the noting of any interest at, the Land Charges Department of the Land Registry or at the Land Registry or Registers of Scotland or the Registers of Northern Ireland in relation to, the Mortgages Trustee's and/or the Funding Companies' interests in the Portfolio;
 - (b) give or require the giving of any notice to any Borrower of the assignment or assignation of that Borrower's Loan and its Related Security to the Mortgages Trustee, the making of any Scottish Declaration of Trust, the charge by Funding 1 of Funding 1's interest in that Borrower's Loan and its Related Security to the Funding 1 Security Trustee pursuant to the Funding 1 Deed of Charge or the charge by each Further Funding Company of such Further Funding Company's interest in that Borrower's Loan and its Related Security to the Further Funding Security Trustees pursuant to the relevant Further Funding Company Deed of Charge; or

- (c) send or require to be sent to any solicitor who has acted on behalf of the Seller in respect of any Mortgage with respect to which the Seller has not received a complete set of the Title Deeds a letter or other communication requiring such solicitor to hold such documents to the order of the Mortgages Trustee.

6.8 Within 25 London Business Days following perfection pursuant to Clause 6.1, the Seller will do such of the acts or things referred to in Clauses 6.2 to 6.7 as the Mortgages Trustee as directed by the Funding Companies and/or the Funding Security Trustees requires the Seller to do.

6.9 The Seller shall indemnify each of the Mortgages Trustee, the Funding Companies and the Funding Security Trustees from and against any and all costs, fees and expenses (including, without limitation, legal fees and expenses) and any applicable VAT thereon which may be incurred by the Mortgages Trustee and/or the Funding Companies and/or the Funding Security Trustees by reason of the doing of any act, matter or thing referred to in this Clause 6 and Clause 7.4.

7. UNDERTAKINGS

7.1 Each of the Mortgages Trustee and the Funding Companies undertake to the Seller that they will at all times (or will direct the Servicer at all times to) use reasonable endeavours to administer and enforce (and exercise their powers and rights and perform their obligations under) the Loans comprised in the Portfolio and their Related Security in accordance with the Seller's Policy (for so long as it exists and thereafter in accordance with such policies as would be applied by a Reasonable, Prudent Mortgage Lender in the conduct of its business).

7.2 The Seller hereby undertakes to the Mortgages Trustee and the Funding Companies that, in the event that any Borrower establishes that it has at any time prior to the Initial Closing Date or, as the case may be, the relevant Sale Date, paid to the Seller any amounts in excess of sums due to the Seller as at the date of payment under the Mortgage Conditions applicable to that Loan, the Seller will reimburse the Borrower for such overpayment together with any interest, cost or other expense associated therewith. The Seller further agrees to hold the Mortgages Trustee and the Funding Companies harmless against any such claims and to indemnify the Mortgages Trustee and the Funding Companies on an after Tax basis in relation to any costs, expense, loss or other claim which may arise in connection therewith. Any payment made by the Seller to the Mortgages Trustee and the Funding Companies in discharge of the foregoing indemnity shall be regarded as a rebate of part of the Purchase Price of the relevant Loan.

7.3 Each of the Seller, the Mortgages Trustee and the Funding Companies undertake to each other and to the Funding Security Trustees that if and to the extent that any determination shall be made by any court or other competent authority or any ombudsman in respect of any Loan and its Related Security that:

- (a) any term which relates to the recovery of interest under the Standard Documentation applicable to that Loan and its Related Security is unfair; or
- (b) the interest payable under any Loan is to be set by reference to the Seller's Variable Rate for that particular type of Loan (and not a rate set by the Seller's successors or assigns or those deriving title from them); or
- (c) the variable margin above the Bank of England base rate under any other Loan must be set by the Seller (rather than by its successors or assigns or those deriving title from them); or
- (d) the interest payable under any Loan is to be set by reference to an interest rate other than that set or purported to be set by either the Servicer or the Mortgages Trustee as a result of the Seller having more than one variable mortgage rate,

then, at the Beneficiaries' direction (subject to the prior written consent of the Funding Security Trustees and/or the Funding Companies), the Mortgages Trustee will serve upon the Seller a notice in the form of the Loan Repurchase Notice requiring the Seller to repurchase the relevant Loan and all other Loans under the relevant Mortgage Account and its Related Security in accordance with Clause 8.5 (but in the case of a determination in respect of (b) above, only if at any time on or after such determination, the Seller's Variable Rate shall be below or shall fall below the standard variable rate of interest set by such successors or assigns or those deriving title from them).

7.4 The Seller undertakes to the Mortgages Trustee, the Funding Companies and the Funding Security Trustees that, pending perfection under Clause 6, the Seller:

- (a) shall not do or omit to do any act or thing which might, in the reasonable opinion of the Mortgages Trustee or the Funding Companies, prejudice the interests of the Mortgages Trustee, or the Funding Companies in the Portfolio;
- (b) shall promptly notify the Mortgages Trustee, the Funding Companies and the Funding Security Trustees in writing if it receives written notice of any litigation or claim calling into question in any material way the Seller's or the Mortgages Trustee's title to any Loan comprised in the Portfolio or its Related Security or if its board of directors becomes aware of any material breach of any of the Representations and Warranties or other obligations under this Agreement;
- (c) shall, if reasonably required so to do by the Mortgages Trustee or the Funding Security Trustees, participate or join in any legal proceedings to the extent necessary to protect preserve and enforce the Seller's, the Mortgages Trustee's, the Funding Companies' and/or the Funding Security Trustees' title to or interest in any Loan or its Related Security;
- (d) shall use all reasonable endeavours to obtain as soon as reasonably possible:
 - (i) the title number to each Property in respect of which a Mortgage is registered at the Land Registry to the extent that such title number does not appear in the Exhibit to this Agreement (or, as the case may be, the relevant New Portfolio Notice);
 - (ii) the title number to each Property in respect of which a Mortgage is registered in the Land Register of Scotland and the recording county and recording date of each Scottish Mortgage recorded at the General Register of Sasines to the extent that such data does not appear in the Exhibit to this Agreement (or, as the case may be, the relevant New Portfolio Notice);
 - (iii) the folio number of each Property in respect of which a Mortgage is registered at the Land Registry of Northern Ireland to the extent that such folio number does not appear in the Exhibit to this Agreement (or, as the case may be, the relevant New Portfolio Notice); and
- (e) shall make and enforce claims under the Insurance Policies and hold the proceeds of such claims on trust for the Mortgages Trustee or as the Mortgages Trustee may direct.

7.5 The Seller hereby further undertakes to the Mortgages Trustee and the Funding Companies that it is and at all times shall remain solely responsible for funding any Cash Withdrawal (if any) made by a Borrower and for funding any request for any Further Advance (including, for the avoidance of doubt, Excluded Further Advance) made by a Borrower and, for the avoidance of doubt, none of the Mortgages Trustee or the Funding Companies will be required to advance moneys to the Seller or to a Borrower in order to fund such a Cash Withdrawal (if any) or a Further Advance (including, for the avoidance of doubt, Excluded Further Advance) in any circumstances whatsoever.

- 7.6 On or prior to the date of this Agreement, the Seller shall grant security powers of attorney to the Mortgages Trustee, the Funding Companies and the Funding Security Trustees in the form set out in Schedule 5 allowing any of the Mortgages Trustee, the Funding Companies and the Funding Security Trustees and their delegates from time to time (*inter alia*) to set the Seller's Variable Rate in the circumstances referred to in clause 4 of the Servicing Agreement and/or following perfection pursuant to Clause 6.1 **PROVIDED THAT** nothing in this Clause 7.6 shall prevent the Seller (or any of its attorneys from time to time) from setting a higher Seller's Variable Rate than those set or to be set or required or to be required by the Mortgages Trustee, the Funding Companies or the Funding Security Trustees.
- 7.7 On or prior to the Initial Closing Date, the Seller and the Mortgages Trustee shall enter into a data transfer agreement in a form approved by the EC Commission as meeting the requirements of Article 26(2) of Directive 95/46/EC for the transfer of personal data to third parties which do not ensure an adequate level of protection as set out in Appendix 2 (Standard Documentation) and such agreement shall govern any transfer of Personal Data from the Seller to the Mortgages Trustee pursuant to this Agreement.

8. WARRANTIES AND REPURCHASE BY THE SELLER

- 8.1 (a) (i) As at the Initial Closing Date, the Seller makes the Representations and Warranties in respect of each Loan and its Related Security comprised in the Initial Portfolio sold by it on the Initial Closing Date in favour of the Mortgages Trustee, Funding 1 and the Funding 1 Security Trustee.
- (ii) The Seller makes the Representations and Warranties in relation to each New Loan and its Related Security comprised in a New Portfolio sold by the Seller pursuant to Clause 4 of this Agreement, on the date of the service of the relevant New Portfolio Notice and on the relevant Sale Date in favour of the Mortgages Trustee, the Funding Companies and the Funding Security Trustees.
- (iii) The Seller makes the Representations and Warranties in relation to each Loan which is subject to a Product Switch or a Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) on the date of such Product Switch and such Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) (respectively) (for the avoidance of doubt, for the purposes of this Clause 8.1(a)(iii) in relation to the Representations and Warranties each reference to a **Loan** shall be construed as a reference to the Loan subject to the Product Switch or the Further Advance (other than an Excluded Product Switch or an Excluded Further Advance) and each reference to **Sale Date** shall be construed as a reference the date of a Product Switch or a Further Advance (other than an Excluded Product Switch or an Excluded Further Advance)) in favour of the Mortgages Trustee, the Funding Companies and the Funding Security Trustees.
- (b) Each statement comprised in the Representations and Warranties shall be construed as a separate statement and (save as expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other such statement.
- (c) The Seller acknowledges:
- (i) that the Representations and Warranties are made with a view to inducing the Mortgages Trustee, the Funding Companies and the Funding Security Trustees (as the case may be) either to enter into this Agreement and the other Transaction Documents to which they are a party or (in the case of the Mortgages Trustee) to

agree to purchase the New Loans and their Related Security comprised in each New Portfolio, and

- (ii) that each of the Mortgages Trustee, the Funding Companies and the Funding Security Trustees have entered into this Agreement and the other Transaction Documents to which it is a party in reliance upon the Representations and Warranties notwithstanding any information in fact possessed or discoverable by the Mortgages Trustee, the Funding Companies and/or the Funding Security Trustees or otherwise disclosed to any of them, and
- (iii) that prior to entering into this Agreement and the other Transaction Documents to which each is a party none of the Mortgages Trustee, the Funding Companies or the Funding Security Trustees have made any enquiries of any matter.

8.2 (a) The Mortgages Trustee's, the Funding Companies' and the Funding Security Trustees' sole remedy in respect of a breach of any of the Representations and Warranties shall be to take action under this Clause 8 or under Clause 11.6 of the Mortgages Trust Deed.

(b) In respect of any actual or alleged breach of Clause 8.1, the Mortgages Trustee shall:

- (i) notify the Seller as soon as reasonably practicable following any claim or intimation of claim by any person of or arising from such actual or alleged breach and thereafter keep the Seller informed in relation to such claim or intimation;
- (ii) not settle or compromise any such claim made or intimated or otherwise do anything which may be prejudicial to the position of the Seller in relation thereto having regard to this Agreement, except pursuant to the written directions of the Seller or with the Seller's prior written approval, such directions and approval not to be unreasonably withheld; and
- (i) comply with the Seller's reasonable directions as to answering, disputing, defending, compromising, settling, or otherwise in relation to the claim made or intimated (including without limitation the instruction of particular legal advisers), and if and to the extent required by the Seller, do such things as the Seller may reasonably require to enable and authorise the Seller or persons nominated by the Seller to answer, dispute, defend, compromise, settle or otherwise deal with any such claim or intimated claim, or mitigate loss or potential loss on behalf of the Mortgages Trustee, subject in each case to the Seller indemnifying the Mortgages Trustee, the Funding Companies and the Funding Security Trustees against the consequences (including the direct costs) of complying with the Seller's directions and requirements.

(c) Furthermore, after the Seller becomes aware of any event and/or fact which will give rise to an obligation under any Clause of this Agreement to repurchase any Loan and its Related Security (including any material breach of any Representation or Warranty in respect of any Loan and/or its Related Security (or where such Representation and Warranty is already qualified in its terms by reference to materiality, any breach of any such Representation and Warranty) made under Clause 8.1, it shall notify the Mortgages Trustee, the Funding Companies and the Funding Security Trustees in writing thereof as soon as reasonably practicable.

8.3 In the event of a material breach of any of the Representations or Warranties in respect of any Loan and/or its Related Security made under Clause 8.1 or if any of those Representations or Warranties proves to be materially untrue as at the Initial Closing Date or, as the case may be, the relevant Sale Date or, in the case of a Loan in respect of which a Product Switch or a Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) is made, as at the date of such Product Switch or such Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance), respectively, and provided that:

- (a) the Mortgages Trustee (acting on the directions of the Funding Companies and/or the Funding Security Trustees) has given the Seller not less than 20 London Business Days' notice in writing (or such shorter period of notice as may be agreed between the Mortgages Trustee and the Seller);
- (b) the Mortgages Trustee has obtained the prior written consent of the Funding Companies (with the prior written consent of the Funding Security Trustees); and
- (c) such breach or untruth, where capable of remedy, is not remedied to the reasonable satisfaction of the Funding Companies and/or the Funding Security Trustees within the 20 London Business Days of the period referred to in (a) (or such longer period as the Funding Companies and/or the Funding Security Trustees may direct the Mortgages Trustee in writing),

then at the direction of the Funding Companies and/or the Funding Security Trustees, the Mortgages Trustee shall serve upon the Seller a notice in the form of the Loan Repurchase Notice requiring the Seller to repurchase the relevant Loan and its Related Security (and any other Loan secured or intended to be secured by that Related Security or any part of it) in accordance with Clause 8.5.

8.4 (a) If the Seller accepts an application from, or makes an offer (which is accepted) to, a Borrower for a Product Switch or a Further Advance (other than an Excluded Product Switch or an Excluded Further Advance) (except as provided in paragraph (b) below on the immediately preceding Distribution Date) and the Seller gives a notice that:

- (i) in the case of a Product Switch, the Product Switch is not a Permitted Product Switch; or
- (ii) in either case, the Seller will not materially comply with the Representations and Warranties in relation to the Loan which is the subject of a Product Switch or a Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance) as at the date of the relevant Product Switch or the relevant Further Advance (other than an Excluded Product Switch and/or an Excluded Further Advance); or
- (iii) any condition referred to in Clause 4.4 will not be satisfied on the next Trust Calculation Date in relation to the Loan which is the subject of a Product Switch or a Further Advance,

the Mortgages Trustee will serve upon the Seller a notice in the form of the Loan Repurchase Notice requiring the Seller to repurchase the relevant Loan and its Related Security (and any other Loan secured or intended to be secured by that Related Security or any part of it) in accordance with Clause 8.5.

- (b) If the Seller accepts an application from, or makes an offer (which is accepted) to, a Borrower for a Product Switch or a Further Advance (other than an Excluded Product Switch or an Excluded Further Advance) the effect of which is to extend the final maturity

date of the relevant Loan beyond October 2052 then, at the direction of the Funding Companies and/or the Funding Security Trustees, the Mortgages Trustee will serve upon the Seller a notice in the form of the Loan Repurchase Notice requiring the Seller to repurchase the relevant Loan and its Related Security in accordance with Clause 8.5 notwithstanding that the conditions referred to in Clauses 4.2(a) to 4.2(q) have been satisfied.

- (c) For the avoidance of doubt, the Seller shall not accept an application from nor make an offer (which is accepted) to a Borrower for a Further Advance or a Product Switch if the relevant Loan to which such Further Advance or Product Switch relates is then In Arrears subject only to such exceptions as made on a case by case basis as would be acceptable to a Reasonable, Prudent Mortgage Lender provided that the Seller shall not so act if it would result in the Issuer, the Funding Companies or the Mortgages Trustee arranging or advising in respect of, administering (servicing) or entering into a regulated mortgage contract or debt-collecting or performing debt administration in respect of, or entering into as lender (or exercising or having the right to exercise the lender's rights and duties under) a regulated credit agreement or agreeing to carry on any of these activities, if the Issuer, the Funding Companies or the Mortgages Trustee would be required to be authorised under the FSMA to do so.
- (d) If the Seller notifies the Mortgages Trustee that an application from a Borrower to transfer a Portable Loan to a new Property at the same interest rate and subject to all the existing terms and conditions to a new Property during any applicable Discount Rate Period, Fixed Rate Period or Premium Rate Period has been accepted, then the Mortgages Trustee will serve upon the Seller a notice in the form of the Loan Repurchase Notice requiring the Seller to repurchase the relevant Loan and its Related Security in accordance with Clause 8.5.
- (e) If the Borrower has expressed a clear intention to redeem a Loan in full and has made a repayment of such Loan in an amount in excess of the scheduled principal repayment then due under such Loan but an amount still remains outstanding under such Loan, the Seller may deliver an Outstanding Balance Notice to the Mortgages Trustee, in which case the Mortgages Trustee will serve upon the Seller a notice in the form of the Loan Repurchase Notice requiring the Seller to repurchase the relevant Loan and its Related Security in accordance with Clause 8.5.
- (f) If the Seller delivers an Excluded Further Advance Notice to the Mortgages Trustee, the Mortgages Trustee will serve upon the Seller a notice in the form of the Loan Repurchase Notice requiring the Seller to repurchase all Loans subject of a Further Advance (including, for the avoidance of doubt, the relevant Further Advance) made on or after the date of such Excluded Further Advance Notice and prior to the date of any notice revoking such Excluded Further Advance Notice in accordance with Clause 8.5. For the avoidance of doubt, the Seller may deliver a further Excluded Further Advance Notice at any time subsequent to the Seller having revoked a previous Excluded Further Advance Notice.
- (g) If the Seller delivers an Excluded Product Switch Notice to the Mortgages Trustee, the Mortgages Trustee will serve upon the Seller a notice in the form of the Loan Repurchase Notice requiring the Seller to repurchase all Loans subject of a Product Switch made on or after the date of such Excluded Product Switch Notice and prior to the date of any notice revoking such Excluded Product Switch Notice in accordance with Clause 8.5. For the avoidance of doubt, the Seller may deliver a further Excluded Product Switch Notice at any time subsequent to the Seller having revoked a previous Excluded Product Switch Notice.

8.5 Upon receipt of a Loan Repurchase Notice duly signed on behalf of the Mortgages Trustee, the Seller shall sign and return a duplicate copy and shall repurchase from the Mortgages Trustee, and the Mortgages Trustee shall re-assign or re-transfer to the Seller free from the Security Interests

created by the Funding 1 Deed of Charge and any supplement to the Funding 1 Deed of Charge, each Further Funding Company Deed of Charge and any supplement to each Further Funding Company Deed of Charge, the relevant Loan (and any other Loan secured or intended to be secured by that Related Security or any part of it) and their Related Security. Completion of such repurchase shall take place on the Trust Calculation Date after receipt by the Seller of such Loan Repurchase Notice or (in the case of a Portable Loan) on the London Business Day immediately following the date of the transfer of the Portable Loan to a new property or (in the case of an Excluded Product Switch or an Excluded Further Advance having been made by the Seller) on the London Business Day following the date of the Excluded Further Advance or the Excluded Product Switch (as the case may be) or (in the case of a Product Switch which is not a Permitted Product Switch by virtue of it failing to comply with condition (e) of the definition of Permitted Product Switch) on the London Business Day of the Product Switch or (in any case other than in the case of a Product Switch which is not a Permitted Product Switch by virtue of it failing to comply with condition (e) of the definition of Permitted Product Switch) on such other date as the Mortgages Trustee may direct in the Loan Repurchase Notice (provided that the date so specified by the Mortgages Trustee shall not be later than 30 days after receipt by the Seller of such notice). On completion of such repurchase the Seller shall pay to the Mortgages Trustee GIC Account (or as the Mortgages Trustee shall direct) an amount equal to the aggregate Current Balance of such Loan or Loans and any Related Security:

- (a) in the case of the repurchase of any Loan and its Related Security which is subject to a Further Advance (including, for the avoidance of doubt, the Excluded Further Advance), as at the date of such Further Advance being made;
- (b) in the case of a Product Switch, as at the date of such Product Switch being made;
- (c) in the case of any Portable Loan, as at the London Business Day immediately following the date of the transfer of the Portable Loan; or
- (d) in the case of any other Loan, as at the relevant Trust Calculation Date.

8.6 On the date of completion of any repurchase of a Loan and its Related Security in accordance with Clause 8.5 above or 8.13 below, the Mortgages Trustee and the Funding Companies shall at the cost of the Seller execute and deliver, or cause their respective duly authorised attorneys to execute and deliver, to the Seller:

- (a) an acknowledgement of repurchase of such Loan and its Related Security (which may be by way of countersigning the Loan Repurchase Notice);
- (b) in relation to the English Mortgages, if the assignment to the Mortgages Trustee of such Loan and its Related Security occurred in accordance with Clause 6, a transfer of such Mortgage to the Seller in the form of the relevant Land Registry Transfer (or if the transfer is in respect of unregistered land, the form agreed between the Mortgages Trustee and the Seller);
- (c) if notice has previously been given to the relevant Borrower of the sale of that Borrower's Loan and its Related Security to the Mortgages Trustee, a further notice to the Borrower of the repurchase of that Borrower's Loan and its Related Security by the Seller;
- (d) in relation to the Scottish Mortgages, if perfection of the assignation to the Mortgages Trustee has occurred in accordance with Clause 6:
 - (i) if the relevant Scottish Mortgage is over a Property title to which is registered in the Land Register of Scotland, an assignation by the Mortgages Trustee in favour of the Seller in a form substantially similar to an SLR Transfer; and

- (ii) if the relevant Scottish Mortgage is over a Property title to which is recorded in the General Register of Sasines, an assignation by the Mortgages Trustee in favour of the Seller in a form substantially similar to a Sasine Transfer;
- (e) in relation to the Northern Irish Mortgages, if perfection of the assignment to the Mortgages Trustee has occurred in accordance with Clause 6:
 - (i) if the relevant Northern Irish Mortgage is over a Property title to which is registered in the Land Registry of Northern Ireland, a form of the relevant Registered Land Transfer by the Mortgages Trustee in favour of the Seller; or
 - (ii) if the transfer is in respect of unregistered land in Northern Ireland, a form agreed between the Mortgages Trustee and the Seller;
- (f) a re-assignment or retrocession (as appropriate) of the rights of the Mortgages Trustee in respect of the relevant Related Security other than the relevant Mortgage and a notice of such re-assignment or retrocession (as appropriate) each in a form reasonably acceptable to the Seller (which shall, in the case of the re-assignment of Insurance Contracts, be substantially in the form set out in Schedule 14 or in Part 2 of Schedule 22 in respect of repurchases of Loans in Arrears pursuant to Clause 8.13 below and in the case of the re-assignment of rights against third parties, be substantially in the form set out in Schedule 15 or in Part 3 of Schedule 22 in respect of repurchases of Loans in Arrears pursuant to Clause 8.13 below).

The Funding Security Trustees agree and acknowledge that upon the repurchase of a Loan and its Related Security in accordance with Clause 8.5 above or Clause 8.13 below, such Loan and its Related Security (and any other related rights under the same) shall automatically be deemed released from the Security Interests constituted by the Funding 1 Deed of Charge and each Further Funding Company Deed of Charge.

- 8.7 Upon such completion referred to in Clause 8.6 the Seller shall cease to be under any further obligation to hold any Title Deeds or other documents relating to such Loan or Loans and its/their Related Security to the order of the Mortgages Trustee and if the Mortgages Trustee holds the Title Deeds it will return them to the Seller. Any repurchase by the Seller of or in respect of a Loan or Loans and its or their Related Security shall constitute a discharge and release of the Seller from any claims which the Mortgages Trustee and/or the Funding Companies and/or the Funding Security Trustees may have against the Seller arising from the relevant Representation or Warranty in relation to that Loan or Loans and its or their Related Security only but shall not affect any rights arising from a breach of any other express provision of this Agreement or any Representation or Warranty in relation to any other Loan and other Related Security.
- 8.8 If a Loan has never existed, or has ceased to exist, such that it is not outstanding on the date on which it is due to be repurchased pursuant to this Clause 8, the Seller shall not be obliged to repurchase the Loan and the Related Security but shall instead indemnify the Mortgages Trustee, the Funding Companies and the Funding Security Trustees against any loss suffered by reason of any Representation or Warranty relating to or otherwise affecting that Loan being untrue or incorrect by reference to the facts subsisting at the date on which the relevant Representation or Warranty was given, provided that the amount of such indemnity shall not exceed the Current Balance of the Loan that would have been payable by the Borrower in respect of such Loan on and after the relevant completion date for the repurchase in relation to such Loan had the Loan existed and complied with each of the Representations and Warranties set out in Schedule 1 as at such date in relation to such Loan.

- 8.9 If a breach of a Representation or Warranty arises in respect of any Loan and its Related Security and (in either case) no repurchase requirement arises in respect of the Seller pursuant to this Clause 8, neither the Mortgages Trustee, the Funding Companies nor the Funding Security Trustees shall have any claim against the Seller in respect of, or in relation to, such breach of Representation or Warranty in relation to that Loan. For the avoidance of doubt, save as provided for in this Clause 8, the Seller is not obliged to repurchase any other Loan or its Related Security.
- 8.10 After the Seller becomes aware of any event and/or fact which may reasonably give rise to an obligation under any clause of this Agreement to repurchase any Loan it shall notify the Mortgages Trustee, the Funding Companies and the Funding Security Trustees in writing thereof as soon as reasonably practicable.
- 8.11 The terms of this Clause 8 shall not prejudice the rights of the Mortgages Trustee or the Beneficiaries under the Mortgages Trust Deed.
- 8.12 The parties to this Agreement may, with the prior written consent of the Funding Security Trustees, waive or amend the Representations and Warranties. In determining whether to give their consent to the proposed waiver or amendments to the Representations and Warranties, the Funding Security Trustees shall exercise their discretion in accordance with the terms of Clause 12 of the Funding 1 Deed of Charge and the applicable terms of any Further Funding Company Deed of Charge.
- 8.13 The Seller may from time to time request the Mortgages Trustee to sell to it one or more Loans comprised in the Trust Property and their Related Security if such Loans are In Arrears by delivering a written notice to the Mortgages Trustee, Funding 1, the Servicer and the Funding 1 Security Trustee identifying the Loans to be repurchased in the form of Part 1 of Schedule 22 hereto (the **Arrears Repurchase Notice**). Within two Business Days of receipt of such notice, the Mortgages Trustee shall sign the acknowledgment to the Arrears Repurchase Notice thereby agreeing to re-assign or re-transfer to the Seller free from the Security Interests created by the Funding 1 Deed of Charge and any supplement to the Funding 1 Deed of Charge, each Further Funding Company Deed of Charge and any supplement to each Further Funding Company Deed of Charge, each relevant Loan (and any other Loan secured or intended to be secured by that Related Security or any part of it) and their Related Security. Completion of such repurchase shall take place on the Trust Calculation Date after receipt by the Seller of the countersigned Arrears Repurchase Notice. On completion of such repurchase the Seller shall pay to the Mortgages Trustee GIC Account (or as the Mortgages Trustee shall direct) an amount equal to the aggregate Current Balance of such Loan or Loans and any Related Security as at the relevant Trust Calculation Date.

The amount of Loans In Arrears repurchased pursuant to this Clause 8.13 shall be disclosed in the Monthly Reports.

The expression “**In Arrears**” for the purposes of this Clause means, in respect of a Loan, on any date that two or more Monthly Payments in respect of such Loan have become due and remain unpaid by the relevant Borrower.

For the purposes of this Clause 8.13, an Arrears Repurchase Notice shall be deemed to be given in accordance with Clause 17; provided, that if an Arrears Repurchase Notice is despatched after 4:00 p.m. on a Business Day, it shall be deemed to be given on the next following Business Day.

It is a condition to any repurchase of a Loan In Arrears pursuant to this Clause 8.13 that the Seller deliver a solvency certificate to the Mortgages Trustee at completion of such repurchase on the relevant Trust Calculation Date in form and substance satisfactory to the Mortgages Trustee.

- 8.14 No repurchases shall be made pursuant to this Clause 8 if, as a result of such repurchase, any of the Issuer, Funding 1 or the Mortgages Trustee would be required to register as an investment company pursuant to the U.S. Investment Company Act of 1940, as amended.

9. OTHER WARRANTIES

On the date of this Agreement and each Sale Date, the Seller represents and warrants to each of the Mortgages Trustee, the Funding Companies and the Funding Security Trustees that:

- (a) the Seller has not acquired or owned or possessed any rights in the Issuer, Funding 1, the Mortgages Trustee, any Further Funding Company or any New Issuer such that it would **control** the Issuer, the Mortgages Trustee, Funding 1, any Further Funding Company or any New Issuer within the meaning of Sections 450 and 451 Corporation Tax Act 2010; and
- (b) there is not any **connection** (within the meaning of Section 466 Corporation Tax Act 2009) between (i) the Issuer, Funding 1, any Further Funding Company and/or any New Issuer and (ii) any Borrower.

10. FURTHER ASSURANCE

- 10.1 The parties hereto agree that they will co-operate fully to do all such further acts and things and execute any further documents that may be necessary or desirable to give full effect to the transactions contemplated by this Agreement (but subject always to Clause 6) or (subject to confirmation by the Rating Agencies that the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding will not be downgraded, withdrawn or qualified as a result (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose)) to provide for the accession of any Further Funding Company or Further Funding Security Trustee.
- 10.2 The Seller shall provide all reasonable co-operation to the Mortgages Trustee, the Funding Companies and the Funding Security Trustees to enable them to carry out their respective duties and enforce their rights under the Transaction Documents. Without prejudice to the generality of the foregoing, the Seller shall:
- (a) upon reasonable prior notice and during normal office hours, permit the Mortgages Trustee, the Funding Companies, the Funding Security Trustees and their authorised employees and agents and other persons nominated by the Funding Security Trustees and approved by the Seller (such approval not to be unreasonably withheld or delayed), to review the Customer Files and the Title Deeds in relation to the Portfolio (subject to such person(s) agreeing to keep the same confidential PROVIDED THAT disclosure shall be permitted to the professional advisors, agents, delegates and nominees of the Funding Security Trustees appointed by them under the Transaction Documents and auditors of the party to whom such disclosure is made and/or to the extent that such disclosure is required by law or for the purpose of any judicial or other proceedings); and/or
 - (b) give promptly all such information and explanations relating to the Loans and their Related Security in the Portfolio as the Mortgages Trustee and/or the Funding Companies and/or the Funding Security Trustees may reasonably request (including a list of the Loans and their Related Security in the Portfolio along with details of the location of the Title Deeds relating thereto),

PROVIDED THAT prior to completion in accordance with Clause 6, the Seller shall be under no obligation to provide any information or documentation to any person other than the Mortgages Trustee, the Funding Companies and/or the Funding Security Trustees and/or their respective employees and/or professional advisors, agents, delegates or nominees or allow such aforesaid person access to the Customer Files or Title Deeds if to do so would result in a breach of the applicable Mortgage Terms or the Data Protection Act 1998 and following completion in accordance with Clause 6 (Completion of the Transfer of Loans), the Seller shall only be obliged to provide the above mentioned information and documentation if to do so would not result in a breach of the Data Protection Act 1998.

11. CONSEQUENCES OF BREACH

Without prejudice to Clauses 7 and 8, each of the parties to this Agreement acknowledges and agrees that the Seller shall have no liability or responsibility (whether, in either case, contractual or tortious or delictual, express or implied) for any loss or damage for or in respect of any breach of, or any act or omission in respect of, any of its obligations hereunder other than loss or damage directly (and not indirectly or consequentially) suffered by the Mortgages Trustee and/or the Funding Companies and/or the Funding Security Trustees by reason of such breach, act or omission. For this purpose (and without limiting the scope of the above exclusion in respect of indirect or consequential loss or damage) any loss or damage suffered by the Mortgages Trustee and/or the Funding Companies and/or the Funding Security Trustees as a result of the breach, act or omission in question also having been or given rise to an Intercompany Loan Event of Default or the service of a Note Acceleration Notice on the Issuer shall be treated as indirect or consequential loss or damage PROVIDED THAT this sentence shall not apply to any direct or non-consequential loss or damage arising from any such breach, act or omission.

12. SUBORDINATION

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

13. NON-MERGER

Any term of this Agreement to which effect is not given on the Initial Closing Date or on any Sale Date (including in particular, but without limitation, the liability of the Seller under the Representations and Warranties and the indemnity in Clause 6.9 and the provisions of Clause 4) shall not merge and shall remain in full force and effect notwithstanding the sale and purchases contemplated by this Agreement.

14. NO AGENCY OR PARTNERSHIP

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

15. PAYMENTS

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

16. AMENDMENTS, WAIVERS AND CONSENTS

- 16.1 Subject to the Controlling Beneficiary Deed (as applicable) and the relevant Funding Deed of Charge, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by (or by some person duly authorised by) each of the parties to this Agreement. In the case of a waiver, such waiver shall be effective only in the specific instance and as against the party or parties giving it for the specific purpose for which it is given. No single or partial exercise of, or failure or delay in exercising, any right under this Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.
- 16.2 It is hereby acknowledged and agreed that each Funding Company and each Funding Security Trustee will exercise all rights, powers, benefits, duties, functions and/or discretions conferred on it under this Agreement (including, without limitation, in giving its consent, approval or authorisation to any event, matter or thing requested or making any determination hereunder) in accordance with and subject to the provisions of the Controlling Beneficiary Deed (as applicable) and the relevant Funding Deed of Charge.

17. NOTICES

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

- (a) in the case of the Seller: to Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number (44) 20 7756 5627) for the attention of the Company Secretary with a copy to Santander UK plc, c/o Abbey House, (AAM 129), 201 Grafton Gate East, Milton Keynes MK9 1AN (facsimile number (44) 1908 343019) for the attention of Securitisation Team, Retail Credit Risk;
- (b) in the case of Funding 1: to Fosse Funding (No. 1) Limited, c/o Structured Finance Management Limited, 35 Great St. Helens, London EC3A 6AP (facsimile number +44 (0)207 398 6325) for the attention of the Directors with a copy to Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number (44) 20 7756 5627) for the attention of the Company Secretary;
- (c) in the case of the Mortgages Trustee: to Fosse Trustee Limited, 13 Castle Street, St. Helier, Jersey JE4 5UT, (facsimile number +44 (0) 1534 769 770) for the attention of C&I Team 1 with a copy to Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN (facsimile number (44) 20 7756 5627) for the attention of the Company Secretary; and
- (d) in the case of the Funding 1 Security Trustee: to Law Debenture Trust Company of New York, 400 Madison Avenue – 4th Floor, New York, New York 10017, United States of America (facsimile number + 1 212 750 1361) for the attention of The Corporate Trust Department,

or to such other address or facsimile number or for the attention of such other person or entity as may from time to time be notified by any party to the others by written notice in accordance with the provisions of this Clause 17.

18. ASSIGNMENT

18.1 Subject always to the provisions of Clause 19, no party hereto shall be entitled to assign all or any part of its rights or obligations hereunder to any other party without the prior written consent of each of the other parties hereto (which shall not, if requested, be unreasonably withheld or delayed) save that:

- (a) the Mortgages Trustee shall be entitled without such consent to hold the Loans and their Related Security and all associated rights and benefits on trust for the Beneficiaries pursuant to the Mortgages Trust Deed; and
- (b) Funding 1 shall be entitled without such consent to assign by way of security all or any of its rights under this Agreement and in the Trust Property to the Funding 1 Security Trustee pursuant to the terms of the Funding 1 Deed of Charge; and
- (c) the Funding 1 Security Trustee shall be entitled without such consent to assign all or any of its rights under or in respect of this Agreement without such consent to any successor Funding 1 Security Trustee or otherwise in the exercise of its rights under the Funding 1 Deed of Charge; and
- (d) each Further Funding Company shall be entitled without such consent to assign by way of security all or any of its rights under this Agreement and in the Trust Property to any security assignee to which it grants or enters into a Security Interest.

18.2 The Seller acknowledges that on the assignment pursuant to the Funding 1 Deed of Charge by Funding 1 to the Funding 1 Security Trustee of Funding 1's rights under this Agreement and pursuant to the relevant Further Funding Company Deed of Charge by the relevant Further Funding Company to the relevant Further Funding Security Trustee of each Further Funding Company's rights under this Agreement, the Funding Security Trustees (but shall not be obliged to) may enforce such rights in the Funding Security Trustees' own name without joining Funding 1 and each Further Funding Company in any such action (which right the Seller hereby waives) and the Seller hereby waives as against the Funding Security Trustees any rights or equities in its favour arising from any course of dealing between the Seller, Funding 1 and each Further Funding Company.

19. CHANGE OF FUNDING SECURITY TRUSTEE

19.1 If there is any change in the identity of any Funding Security Trustee in accordance with the Funding 1 Deed of Charge and/or the relevant Further Funding Company Deed of Charge, the Seller, the Mortgages Trustee and/or the relevant Funding Company shall execute such documents and take such action as the successor Funding Security Trustee and the outgoing Funding Security Trustee may reasonably require for the purpose of vesting in the successor Funding Security Trustee the rights and obligations of the outgoing Funding Security Trustee hereunder and releasing the outgoing Funding Security Trustee from its future obligations under this Agreement and the Seller shall give notice thereof to the Rating Agencies.

19.2 It is hereby acknowledged and agreed that the Funding Security Trustees shall not assume or have any of the obligations or liabilities of the Seller or the Funding Companies or the Mortgages Trustee hereunder and the Funding Security Trustees shall not be under any obligation to monitor or supervise the performance by the Seller, the Funding Companies or the Mortgages Trustee of their respective obligations under this Agreement or under the other Transaction Documents and the

Funding Security Trustees shall be entitled, in the absence of actual knowledge of a breach of obligation, representation or warranty to assume that each such person is properly performing and complying with its obligations and that all such representations and warranties remain true, correct and accurate.

20. NON-PETITION

The parties to this Agreement hereby acknowledge and agree that they will not take any steps or proceedings to procure the winding up, administration or liquidation of the Mortgages Trustee and they will not take any other steps or action against the Mortgages Trustee for the purpose of recovering any of amounts owing to them pursuant to this Agreement (including by exercising any rights of set-off) or enforcing any rights arising out of this Agreement.

21. THIRD PARTY RIGHTS

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except and to the extent that this Agreement expressly provides for such act to apply to any of its terms.

22. EXECUTION IN COUNTERPARTS; SEVERABILITY

22.1 This Agreement may be executed in any number of counterparts (manually or by facsimile) and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

22.2 Where any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations under this Agreement, or of such provision or obligation in any other jurisdiction shall not be affected or impaired thereby.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties in relation to the subject matter hereof and cancels and replaces any other agreement or understanding in relation thereto.

24. GOVERNING LAW

24.1 This Agreement (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 Agreement which are 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 and any terms which are particular to Northern Irish law and any non-contractual obligations arising out of or in connection therewith shall be construed in accordance with the laws of Northern Ireland).

Each party to this Agreement hereby irrevocably submits to the non-exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Agreement (and any non-contractual obligations arising out of or in connection with it), and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding. The Mortgages Trustee irrevocably appoints Structured Finance Management Limited of 35 Great St. Helen's, London EC3A 6AP or otherwise at its registered office for the time being as its agent for service of process in England in respect of any proceedings in

respect of this Agreement (and any non-contractual obligations arising out of or in connection with it) and undertakes that in the event of Structured Finance Management Limited ceasing so to act it will appoint another person with a registered office in London as its agent for service of process.

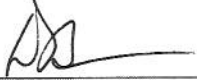
IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as a Deed on the day and year first before written.

Seller and Beneficiary

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

)
)
) 5471

in the presence of

Witness's signature: 

Name: EDWARD COMBER

Address: Slaughter and May,
One Bank Lane
London EC4Y 84Y

Funding 1 and Beneficiary

EXECUTED as a **DEED** by)
FOSSE FUNDING (NO. 1))
LIMITED by two directors, being)
SFM Directors Limited and SFM)
Directors (No.2) Limited)

in the presence of

Witness's signature: _____

Name:

Address:

respect of this Agreement (and any non-contractual obligations arising out of or in connection with it) and undertakes that in the event of Structured Finance Management Limited ceasing so to act it will appoint another person with a registered office in London as its agent for service of process.

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

Seller and Beneficiary

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

in the presence of

Witness's signature: _____

Name:

Address:

Funding 1 and Beneficiary

EXECUTED as a **DEED** by)
FOSSE FUNDING (NO. 1))
LIMITED by two directors, being)
SFM Directors Limited and SFM)
Directors (No.2) Limited)



in the presence of

Witness's signature:  _____

Name: Natasha West

Address:

35 Great St Helens
London
EC3A 6AP

Mortgages Trustee

EXECUTED as a **DEED** by)
FOSSE TRUSTEE LIMITED, company)
incorporated in Jersey, Channel Islands, by)

Helen Grant

Helen Grant
Director

being a person who, in accordance with the laws)
of that territory is acting under the authority of)
the company)

in the presence of

Witness's signature:

Emily Corfield

Name: **EMILY CORFIELD**

Address:

13 Castle Street
St Helier
Jersey
JE4 5UT

Funding 1 Security Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST COMPANY)
OF NEW YORK acting by its authorised)
Signatory)

in the presence of

Witness's signature: _____

Name:

Address:

Mortgages Trustee

EXECUTED as a **DEED** by)
FOSSE TRUSTEE LIMITED, company)
incorporated in Jersey, Channel Islands, by)
)
being a person who, in accordance with the laws)
of that territory is acting under the authority of)
the company)

in the presence of

Witness's signature: _____

Name:

Address:

Funding 1 Security Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST COMPANY)
OF NEW YORK acting by its authorised)
Signatory)

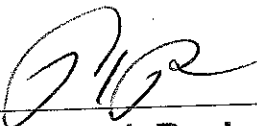

James D. Heaney
Managing Director

in the presence of

Witness's signature: _____

Name:

Address:


Remo J. Reale
Vice President

SCHEDULE 1

REPRESENTATIONS AND WARRANTIES

1. LOANS

- 1.1 The particulars of the Loans set out in Exhibit 1 of this Agreement (or, as the case may be, the relevant New Portfolio Notice and each Scottish Declaration of Trust) are true, complete and accurate in all material respects.
- 1.2 Each Loan was originated by Alliance & Leicester or (on and from the Part VII Effective Date) Santander UK in pounds Sterling and is denominated in pounds Sterling (or was originated and is denominated in euro if the euro has been adopted as the lawful currency for the time being of the United Kingdom).
- 1.3 Each Loan in the Portfolio was made not earlier than 1 October 1994.
- 1.4 The final maturity date of each Loan is no later than October 2052.
- 1.5 No Loan has a Current Balance of more than £750,000.
- 1.6 The Lending Criteria are the lending criteria applicable to the Loans and their Related Security.
- 1.7 Prior to the making of each advance under a Loan, the Lending Criteria and all preconditions to the making of that advance were satisfied in all material respects subject only to exceptions made on a case by case basis as would be acceptable to a Reasonable, Prudent Mortgage Lender.
- 1.8
 - (a) Each Loan was made and its Related Security taken or received substantially on the terms of the Standard Documentation without any material variation thereto and nothing has been done subsequently to add to, lessen, modify or otherwise vary the express provisions of any of the same in any material respect.
 - (b) The brochures, application forms, offers, offer conditions and marketing material distributed by the Seller to the Borrower when offering a Loan to a Borrower:
 - (A) do not conflict in any material respect with the terms applicable to the relevant Loan and its Related Security at the time that the Loan was entered into;
 - (B) do not conflict with, and would not prohibit or otherwise limit the terms of, the Transaction Documents or the matters contemplated thereby, including for the avoidance of doubt and without limitation:
 - (i) the assignment and assignation of the Loans and their Related Security to the Mortgages Trustee; and
 - (ii) the administration of the Loans and their Related Security by the Seller or a delegate of the Seller or the appointment of a new Servicer following the occurrence of an Insolvency Event in relation to the Seller.
- 1.9 At least one Monthly Payment has been made in respect of each Loan.
- 1.10 No Loan is guaranteed by a third party.
- 1.11 Interest on each Loan is charged in accordance with the Standard Documentation.

- 1.12 All of the Borrowers are natural legal persons and were aged 18 years or older at the date of execution of the Mortgage.
- 1.13 Other than with respect to Monthly Payments within the scope of sub-clause 1.14 below, no Borrower is or has, since the date of the execution of the relevant Mortgage, been in material breach or material default of any obligation owed in respect of the relevant Loan or its Related Security and accordingly no steps have been taken by the Seller to enforce any Related Security.
- 1.14 The total amount of interest or principal In Arrears, together with any fees, commissions and premiums payable at the same time as that interest payment or principal repayment, on any Loan is not on the relevant Sale Date in respect of any Loan, nor has been during the 12 months immediately preceding the relevant Sale Date, more than the amount of the Monthly Payment then due.
- 1.15 Interest on the Loan is paid by the Borrower and not by the Department of Work and Pensions on behalf of the Borrower.
- 1.16 No Loan is made to an employee of the Seller.
- 1.17 No Loan is made to a Borrower who has more than one Loan with the Seller.
- 1.18 No Loan is made to a Borrower in connection with the purchase by such Borrower of Properties under a right-to buy scheme governed by the Housing Act 1985 (as amended by the Housing Act 2004) or (as applicable) the Housing (Scotland) Act 1987 (as amended by the Housing (Scotland) Act 2001), or, as applicable, pursuant to the Northern Ireland Housing Executive Right to Buy Scheme or the House Sales Scheme operated by housing associations in Northern Ireland.
- 1.19 No Loan is made to a Borrower for the purpose of financing construction of the relevant Property.

2. MORTGAGES

- 2.1 The whole of the Current Balance on each Loan is secured by the relevant Mortgage.
- 2.2 Each Mortgage is in the form of the relevant pro forma contained in the Standard Documentation which was applicable at the time the Mortgage was executed.
- 2.3 Each Mortgage constitutes a valid and subsisting first charge by way of legal mortgage, or (in Northern Ireland) a first ranking legal charge or mortgage, or (in Scotland) a first ranking standard security over the relevant Property, and subject only in certain appropriate cases to applications for registrations or recordings at the Land Registry of England and Wales or in the Registers of Scotland or the Registry of Deeds or Land Registry of Northern Ireland, which, where required, have been made and are pending and in relation to such cases the Seller is not aware of any notice or any other matter that would prevent such registration or recording.
- 2.4 Each Mortgage has first priority for the whole of the Current Balance on the related Loan and all future interest, fees, costs and expenses payable under or in respect of such Mortgage.
- 2.5 Save in relation to (i) any Loan and Related Security which is, in each case, not binding by virtue of the Unfair Terms in Consumer Contracts Regulations 1994 or (as the case may be) the Unfair Terms in Consumer Contracts Regulations 1999, and (ii) any amount advanced under a Flexible Loan and any other Further Advance, in each case which is not enforceable by virtue of the CCA, each Loan and its Related Security is valid and binding and enforceable in accordance with its terms, is non-cancellable and complies in all respects with the laws of the jurisdiction governing it, to the extent that failure to comply would have a material adverse effect on its enforceability or collectability. To the best of the Seller's knowledge, none of the terms in any Loan or its Related Security is unfair

within the meaning of the Unfair Terms in Consumer Contracts Regulations 1994 or (as the case may be) the Unfair Terms in Consumer Contracts Regulations 1999. In this warranty reference to any legislation shall be construed as a reference to that legislation as amended, extended or re-enacted from time to time.

- 2.6 All approvals, consents and other steps necessary to permit a legal or equitable or beneficial transfer, or a transfer of servicing or other disposal as and in the manner contemplated by the Transaction Documents away from the Seller have been obtained or taken and there is no requirement in order for the transfer to be effective to obtain the consent of the Borrower before, on or after any equitable or beneficial transfer or before any legal transfer of the Loans and their related Mortgages and such transfer or disposal shall not give rise to any claim by the Borrower against the Mortgages Trustee, the Funding Security Trustees or any of their successors in title, assigns or assignees.
- 2.7 The Outstanding Principal Balance, all Accrued Interest and all Arrears of Interest on each Loan and its Related Security constitute a valid debt due to the Seller from the relevant Borrower and the terms of each Loan and its Related Security constitute valid and binding obligations of the Borrower.

3. THE PROPERTIES

- 3.1 All of the Properties are located in England, Wales, Scotland or Northern Ireland.
- 3.2 Each Property constitutes a separate dwelling unit and is either freehold (or in Scotland heritable title), leasehold or commonhold.
- 3.3 Subject to sub-clause 3.4 below, save for children of Borrowers and Lessees and children of someone living with the Borrower and Lessees and save for where the Mortgage has been completed as part of the Seller's Mortgage Transfer Service, every person who, at the date upon which a Mortgage over Property situated in England and Wales or Northern Ireland was granted, had attained the age of eighteen and was in or about to be in actual occupation of the relevant Property, is either named as a Borrower or has signed a Deed of Consent in the form of the pro forma contained in the Standard Documentation which was applicable at the time the Mortgage was executed. In respect of a Scottish Mortgage, all necessary MH/CP Documentation has been obtained so as to ensure that neither the relevant Scottish Mortgage nor the Property secured thereby is subject to any right of occupancy.
- 3.4 No Property has been let or sub-let otherwise than by way of:
- (a) an assured shorthold tenancy which meets the requirements of Section 19A or Section 20 of the Housing Act 1988 (or such other agreement as may be authorised by the Seller acting as a Reasonable, Prudent Mortgage Lender); or
 - (b) an assured tenancy; or
 - (c) a tenancy which is not controlled by the Rent (Northern Ireland) Order 1978 or the Private Tenancies (Northern Ireland) Order 2006; or
 - (d) in Scotland, a short assured tenancy which meets the requirements of Section 32 of the Housing (Scotland) Act 1988,

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

4. VALUERS' AND SOLICITORS' REPORTS

- 4.1 Not more than twelve (12) months prior to the execution of each Mortgage (or such longer period as may be acceptable to a Reasonable, Prudent Mortgage Lender) the Seller received a Valuation Report from a valuer on the relevant Property (or another form of report concerning the valuation of the relevant Property as would be acceptable to a Reasonable, Prudent Mortgage Lender), the contents of which were such as would be acceptable to a Reasonable, Prudent Mortgage Lender or such other form of valuation of the relevant Property the acceptance of which the Rating Agencies have confirmed would not affect the then current ratings of the Rated Notes or any debt instruments of a Funding Company (if applicable) then outstanding (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose).
- 4.2 Prior to the taking of each Mortgage (other than in the case of a remortgage where a more limited form of investigation of title may be followed (including, in the case of registered land, confirming that the borrower is the registered proprietor of the property and that the description of property corresponds with the entries on the relevant register at the relevant land registry) or where the Seller's Mortgage Transfer Service has been used), the Seller:
- (a) instructed its solicitor or licensed conveyancer or (in Scotland) qualified conveyancer to carry out an investigation of title to the relevant Property and to undertake such other searches, investigations, enquiries and other actions on its behalf in accordance with the instructions which the Seller issued to the relevant solicitor or licensed conveyancer or (in Scotland) qualified conveyancer as are set out in the CML's Lenders' Handbook or such other comparable, predecessor or successor instructions and/or guidelines as may for the time being be in place, subject only to such variations made (i) in circumstances where a mortgage is provided by the Seller on a "Fees Free" basis in connection with the re-mortgage of the Property and provided that the relevant Property is conveyed in accordance with a service agreement entered into between the Seller and its solicitor or (ii) on a case by case basis as would be acceptable to a Reasonable, Prudent Mortgage Lender; and
 - (b) received a Certificate of Title from the solicitor or licensed conveyancer or (in Scotland) qualified conveyancer referred to in paragraph 4.2(a) relating to the Property, the contents of which were such as would have been acceptable to a Reasonable, Prudent Mortgage Lender at that time.
- 4.3 The benefit of all Valuation Reports and Certificates of Title which were provided to the Seller not more than two years prior to the date of this Agreement can be validly assigned to the Mortgages Trustee without obtaining the consent of the relevant valuer, solicitor or licensed conveyancer or (in Scotland) qualified conveyancer.

5. BUILDINGS INSURANCE

- 5.1 Each Property is insured under:
- (a) a buildings insurance policy arranged by the Borrower in accordance with the relevant Mortgage Conditions; or
 - (b) a buildings insurance policy arranged by the Seller; or
 - (c) a buildings insurance policy arranged by the relevant landlord; or
 - (d) the Properties in Possession Cover.

5.2 No act, event or circumstance has occurred which would adversely affect the Properties in Possession Cover or entitle the insurers to refuse to make payment thereunder or to reduce the amount payable in respect of any claim thereunder.

5.3 All claims under the Properties in Possession Cover have been paid in full within a reasonable time of the date of submission of the claim and, save in respect of minor claims, there are no claims outstanding.

6. THE SELLER'S TITLE

6.1 The Seller (or, in the case of a Northern Irish Mortgage transferred to the Seller under the Part VII Scheme, Alliance & Leicester but only as the legal owner) has good title to, and is the absolute unencumbered legal and beneficial owner of all property, interests, rights and benefits in relation to the Loans agreed to be sold by the Seller to the Mortgages Trustee under this Agreement free and clear of all Security Interests, claims and equities (including, without limitation, rights of set-off or counterclaim and unregistered dispositions which override first registration and unregistered interests which override registered dispositions (as listed in Schedule 1 and Schedule 3 respectively of the Land Registration Act 2002) in the case of any property, interests or rights governed by English law, or any overriding interest as defined in Section 28(1) of the Land Registration (Scotland) Act 1979 in the case of any property, interests or rights governed by Scots law, or, in the case of any property, interests or rights governed by Northern Irish law as provided for in the Land Registration Act (Northern Ireland) 1970) and the Seller is not in breach of any covenant or undertaking implied by reason of its selling the relevant Portfolio with full title guarantee or with absolute warrandice or as beneficial owner, as the case may be.

6.2 All steps necessary to perfect the Seller's title to the Loans and the Related Security were duly taken at the appropriate time or are in the process of being taken, in each case (where relevant) within any applicable priority periods or time limits for registration with all due diligence and without undue delay.

6.3 Save for Title Deeds held at the Land Registry or the Registers of Scotland, the Land Registry of Northern Ireland or the Registry of Deeds, as the case may be, and save in relation to Loans which are Dematerialised Loans, the Title Deeds and the Customer Files relating to each of the Loans and their Related Security are held by, or are under the control of:

- (a) the Seller of the Loan;
- (b) the Servicer or the Sub-Servicer or
- (c) the Seller's solicitors or licensed conveyancers or (in Scotland) qualified conveyancer to the order of the Seller,

and the Title Deeds held at the Land Registry or the Registers of Scotland, the Land Registry of Northern Ireland or the Registry of Deeds, as the case may be, have been sent to it with a request that any such Title Deeds will be returned to the Seller or its solicitors or licensed conveyancer or (in Scotland) qualified conveyancer or the Servicer on its behalf.

6.4 Neither the entry by the Seller into this Agreement nor any transfer, assignment, assignation or creation of trust contemplated by this Agreement adversely affects or will adversely affect any of the Loans and their Related Security (including, without limitation, the Insurance Policies) and the Seller may freely assign and enter into trust arrangements in respect of all its rights, title, interests and benefits therein as contemplated in this Agreement without breaching any term or condition applying to any of them.

- 6.5 The Seller has not knowingly waived or acquiesced in any breach of any of its rights in respect of a Loan or its Related Security, other than waivers and acquiescence such as a Reasonable, Prudent Mortgage Lender might make on a case by case basis.

7. GENERAL

- 7.1 The Seller has, since the making of each Loan, kept or procured the keeping of full and proper accounts, books and records showing clearly all variations in the relevant financial terms and conditions, transactions, payments, payment holidays, receipts, proceedings and notices relating to such Loan.
- 7.2 The Seller has not and as far as the Seller is aware any of its agents have not received written notice of any litigation, claim, dispute or complaint (in each case, subsisting, threatened or pending) in respect of any Borrower, Property, Loan, Mortgage, Related Security, relevant Policy or Properties in Possession Cover which (if adversely determined) might have a material adverse effect on the Portfolio or any part of it.
- 7.3 There are no authorisations, approvals, licences or consents required, which have not been obtained, for the Seller to enter into or to perform its obligations under this Agreement or to make this Agreement legal, valid, binding, enforceable and admissible in evidence.
- 7.4 To the extent that any Loan constitutes a regulated mortgage contract for the purposes of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, the Seller has materially complied with its obligations under the FSMA (including, without limitation, MCOB) in connection with the origination and administration of such Loan and has not received written notice of any allegation or claim that any of its obligations under the FSMA in connection with the origination and administration of any Loan have not been made in full.
- 7.5 The Seller and Servicer have and will maintain all necessary consents, authorisations, approvals, licences and orders, including without limitation all necessary authorisations under the FSMA to originate and administer the Loans.
- 7.6 In respect of each Loan and its Related Security, (i) where there is any restriction on the assignment or transfer of any Loan or Related Security relating to the advance of monies other than the Loan or any Further Advance secured by the Related Security, no such monies have been advanced to the relevant Borrower since the date of completion of such Loan save for where such monies have been advanced under an agreement regulated by the CCA or Chapter 14A of Part 2 of the Regulated Activities Order, as applicable, which does not include as one of its terms that the money payable under it is secured by the relevant Borrower's Mortgage and (ii) to the extent that any agreement for that Loan or any part of it is or has ever been a Regulated Agreement or treated as such under the CCA or Chapter 14A of Part 2 of the Regulated Activities Order, as applicable, or is or has ever been a linked transaction under the CCA all requirements of the CCA and, as applicable, the Consumer Credit Sourcebook of the Financial Conduct Authority Handbook have been met in full.

SCHEDULE 2

REGISTERED TRANSFER

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

SCHEDULE 3

UNREGISTERED TRANSFER

THIS DEED OF TRANSFER OF MORTGAGES is made the day of

BY:

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

IN FAVOUR OF:

- (6) **FOSSE TRUSTEE LIMITED** whose registered office is 13 Castle Street, St. Helier, Jersey JE4 5UT (hereinafter called the **Transferee**) of the other part.

WHEREAS:

- (A) By the charges by way of legal mortgage (the **Mortgages**) brief particulars of which are set out in the Annexure hereto the properties brief particulars of which are similarly set out became security for the repayment of the monies therein mentioned.
- (B) By a mortgage sale agreement made between, *inter alios*, Alliance & Leicester plc and the Transferee on 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013, [●] October 2014 and as the same may be further amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties hereto and to which the Transferor became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000, the **Mortgage Sale Agreement**), the Transferor agreed to sell and the Transferee agreed to buy all right, title, interest, benefit and obligation (both present and future) of the Transferor in and under those Mortgages and all other mortgages in favour of the Transferor over such properties which do not relate to registered land for the consideration mentioned in the said Mortgage Sale Agreement.

NOW THIS DEED WITNESSETH as follows:

1. In consideration for the sums payable and other consideration indicated under the Mortgage Sale Agreement (receipt of which is hereby acknowledged), the Transferor hereby transfers unto the Transferee with full title guarantee all rights, title, interests, benefits and obligations (both present and future) of the mortgagee in and under the Mortgages including for the avoidance of doubt:
 - (a) the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under the relevant Mortgages or the unpaid part thereof and the interest due or to become due thereon;
 - (b) the benefit of all securities for such principal moneys and interest, the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and the benefit of and the right to sue on all covenants with, or vested in, the mortgagee in relation to each Mortgage and the rights to exercise all powers of the mortgagee in relation to each Mortgage;
 - (c) all the estate and interest in the relevant mortgaged properties vested in the mortgagee subject to redemption or cesser; and

ANNEX

Account No.	Property address	Date of Mortgage	Borrower
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SCHEDULE 4

LENDING CRITERIA

Each Loan in the Portfolio was originated according to the Seller's Lending Criteria applicable at the time the Loan was offered, which included some or all of the criteria set out in this section. However the Seller retains the right at its sole discretion to revise its lending policy from time to time, and so the criteria applicable to New Loans may not be the same as those currently used. In particular, Santander UK (who, on the Part VII Effective Date became the Seller under the Programme) employs a lending policy which has some differences to that which has historically been used by Alliance & Leicester, as described further below under "*Lending criteria – Santander UK loans*" below. Some of the factors used in making a lending decision in relation to the Alliance & Leicester Loans are outlined below.

The geographical location of a mortgaged property (i.e. England, Wales, Scotland or Northern Ireland) has no impact upon the Seller's lending criteria and current credit scoring tests. New Loans, including Loans with Product Switches, may only be included in the Portfolio if they were or are originated in accordance with the Lending Criteria applicable at the time the Loan was or is offered.

The Seller may exercise discretion within its Lending Criteria in applying those factors that are used to determine the maximum amount of the Loan(s). The Seller may take the following into account when exercising discretion: credit history, LTV ratio, affordability, residency, residential history, employment history and nature of income. However, the Seller retains the right, in its sole discretion, to revise its Lending Criteria from time to time, so the criteria applicable to New Loans may not be the same as those currently used. Some of the factors used in making a lending decision are outlined below.

Lending Criteria – Alliance & Leicester loans

(a) Type of property

Mortgaged properties may be freehold or leasehold in England & Wales, freehold or leasehold in Northern Ireland and heritable or long lease in Scotland. Leases must have an unexpired term of at least 50 years (or, from November 2009, at least 55 years) at the commencement of the Loan and at least 30 years (or, from 28 March 2006 until 2 November 2009, at least 35 years) remaining on the maturity of the Loan.

The mortgaged property must be used for residential purposes, however, a mortgaged property may be used, in limited circumstances, partially for business purposes provided that no more than 60 per cent. of the mortgaged property is used for such business purposes, that no items are held for storage in connection with the business usage, no structural alterations have been made to accommodate the business and, from 31 October 2004, at least 40 per cent. of the mortgaged property is occupied by the Borrower or the Borrower's spouse, common-law partner, same sex partner, parent(s), grandparent(s), sibling(s), children or grandchildren. Any business use other than clerical is unlikely to be considered acceptable. A mortgaged property must be marketable, habitable and insurable.

A mortgaged property must be owner-occupied or may be occupied by the Borrower's spouse, common-law partner, same sex partner, parent(s), grandparent(s), sibling(s), children or grandchildren. The Seller does not lend on buy-to-let properties (although the Seller may provide consent during the life, but not at the start, of the mortgage for the mortgaged property to be let for a specified period). Mortgaged properties must be situated in England, Wales, Scotland or Northern Ireland.

The following are examples (non-exhaustive) of the types of properties considered by the Seller to be unacceptable security: freehold flats, flats in ex-local authority buildings of more than five storeys or mobile homes.

(b) Term of the Loan

There is no minimum term for Loans, although where an early repayment charge applies, the term should not be less than the period during which the early repayment charge is payable. The maximum term for endowment linked mortgages or mortgages repaid on a repayment basis is 40 years and the maximum term for pension backed mortgages is 50 years.

(c) Age of applicant

All Borrowers must be aged 18 or over. The current maximum age limit is 75 at the maturity of the Loan. If the term of the Loan extends past an applicant's normal retirement age, the applicant must confirm that he or she will have adequate income to maintain repayments beyond his or her retirement.

(d) LTV

The maximum Loan available (excluding any high LTV fee) is based on the lower of the current value or purchase price of the mortgaged property. The maximum LTV for Loans of up to £550,000 is 90 per cent. The maximum LTV for Loans of up to £1,000,000 is 85 per cent. For Loans of above £1,000,000 applicants are referred to Santander UK. Existing Alliance & Leicester mortgagors are considered for Loans of over 95 per cent. LTV where essential repairs are required. The maximum LTV in this situation is 100 per cent. and the Loan must be agreed by a senior underwriter. A revaluation must be carried out before the offer is issued to establish that the repairs are essential and will restore the property value after they have been completed. Where the Loan is advanced for the purchase of a second/holiday home, or a home for a dependent relative, the maximum LTV is 85 per cent. (or 75 per cent. where the purchase price or valuation is greater than £500,000).

(e) Mortgage indemnity guarantee (MIG) policies

Since 1996, the Seller has not required cover under MIG policies for any Loans.

Income verifications

The Seller accepts the following original documents by way of income verification in relation to “employed” applicants:

- existing Alliance & Leicester Borrowers and new Borrowers with an LTV less than or equal to 75 per cent.: latest monthly or four weeks' payslips or latest year's accounts where self-employed;
- new Borrowers with an LTV greater than 75 per cent.: latest three months' payslips or last two years' accounts if self employed; and
- Loans over £500,000: latest three months' payslips or last two years' accounts if self-employed.

The Seller includes in its calculations, in relation to employed applicants, the employee's basic salary, pension or state support benefits (payable by DWP or HMRC) where guaranteed for life together with 100 per cent. of the basic salary from a second job in the same line of occupation, contractual employer's allowances (e.g. mortgage subsidy, large town allowance, etc.), child benefit and working/family tax credits. The Seller accepts 50 per cent. of any income, that whilst not guaranteed or permanent, is nonetheless regular and sustainable, and includes: regular overtime, bonuses and commissions; maintenance; taxable tips; rental income; and where the applicant has a track record of the income being received. The figures used as allowable income for self-employed applicants are as follows:

- LTV less than or equal to 75 per cent. and where the Loan is less than or equal to £500,000: latest year's net profit attributable to the applicant;
- existing Alliance & Leicester Borrowers regardless of LTV or Loan amount: latest year's net profit attributable to the applicant; and
- LTV above 75 per cent. or where the Loan is greater than £500,000: an average of the last two years' net profit attributable to the applicant. One year's full accounts and a projection verified by a qualified accountant sufficing for the second year may be acceptable where the applicant has been self-employed for less than two years. Draft accounts are acceptable only if verified by a qualified accountant and the applicant has been self-employed for over two years.

A maximum of four applicants may apply for a Loan and a maximum of two incomes can be used.

Positive proof of the Borrower's identity and address is established in line with money laundering regulations.

Currently, the Seller does not accept third party guarantees.

For low risk applications, income is verified at the point of sale and a percentage is audited by a central processing unit for accuracy. Low risk applications are defined as below £500,000 and 75 per cent. LTV where the applicant is not self-employed and either remortgaging or a next-time buyer.

Credit history

Applications where an adverse credit history exists (i.e. bankruptcy, county court judgment (or the Scottish equivalent) or outstanding defaults registered with a credit reference agency) are subject to an analysis whereby highest risk cases are declined but some applications will be accepted. The policy for this is that the Seller does not accept applications:

- (i) where an applicant has ever been made bankrupt or had an individual voluntary arrangement registered;
- (ii) from applicants who have previously had a property repossessed;
- (iii) from applicants who have CAIS 3 payment arrears in the past 6 months (whether satisfied or not);
- (iv) from any applicant with County Court judgment(s) / default(s) in the past 12 months (whether satisfied or not);
- (v) from any applicant with any mortgage arrears in the last 12 months (whether satisfied or not);
- (vi) from any applicant with County Court judgment(s) / default(s) where the LTV is greater than 90 per cent (whether verified or not); and
- (vii) from any applicant with County Court judgment(s) / default(s) of greater than £500 and where the LTV is greater than 60 per cent. (whether satisfied or not).

Credit scorecard

The Seller uses certain criteria described in this section and various other criteria to produce an overall score for the application that reflects a statistical analysis of the risk of advancing the Loan. The lending policies and processes are determined centrally to ensure consistency in the

management and monitoring of credit risk exposure. Credit scoring applies statistical analysis to publicly available data and customer-provided data to assess the likelihood of an account going into arrears. All Loan applications are subject to credit scoring.

(a) *Eligibility*

UK residents – British citizens normally resident in the UK are eligible to apply for all Loan products. Applicants entitled to claim diplomatic immunity are unacceptable. Applications from non-British citizens are only acceptable where the applicant can prove a right to live and work in the United Kingdom. Applications from foreign nationals without an indefinite right to stay in the United Kingdom are usually unacceptable.

Non-residents – Applications from expatriates are unacceptable.

(b) *Employment*

Employed applicants – Employed applicants must have been in permanent employment for a minimum of three months. The Seller will accept contracted staff provided that they have been employed as a contractor for a minimum of three months and have been in employment for the last 12 months. There is no minimum length of time that should be left to run on a temporary contract. Contractors are treated as self-employed for the assessment and verification of income if they are classed as self-employed for tax purposes; otherwise they are treated as employed applicants.

Self-employed applicants – See “Income Verifications” above. An individual will be deemed to be self-employed when his or her shareholding is more than ten per cent. of the total share capital of the applicant's employer or the applicant is in a partnership. Sole traders will be deemed to be self-employed.

Insurance policies

(a) *Insurance on the property*

A Borrower is required to insure the mortgaged property with buildings insurance for the duration of the Loan. The insurance may have been purchased through the Seller or, alternatively, the Borrower or landlord (in the case of a leasehold property) may arrange for the buildings insurance independently. The building must be insured for its full reinstatement value, i.e. the cost to rebuild as new, including site clearance, debris removal, cost to comply with the latest building regulations and architects and surveyors fees. The Borrower must ensure that the buildings insurance payments are kept up to date.

Under the 1997, 1998, 2002 and 2004 mortgage conditions, if the Borrower does not insure the mortgaged property, or insures the mortgaged property but violates a provision of the mortgage terms which relates to insurance, the Seller, upon becoming aware of the same, is entitled to insure the mortgaged property itself for its own benefit, in which case the Seller may determine who the insurer will be, what will be covered by the policy, the amount of the sum insured and any excess. Under the 1993 mortgage conditions, the Seller may itself insure the mortgaged property or, at the Seller's option, require the Borrower to insure the property. Under each set of mortgage conditions the Borrower will be responsible for the payment of insurance premiums and the Seller retains the right to settle all insurance claims which concern the mortgaged property without the Borrower's consent.

(b) *Alliance & Leicester arranged buildings insurance*

Where a Borrower purchases buildings insurance through the Seller, the Borrower will be responsible for paying the premiums for that insurance to the insurer by the payment method acceptable to the relevant insurer.

Where the Seller has had to insure a mortgaged property as a result of a Borrower's inability to do so, the Borrower must repay the premium in relation to this insurance as soon as payment of this premium is requested by the Seller. Except for the Loans originated under the 1997 and 1998 mortgage conditions, interest is chargeable on the premium at the applicable interest rate in relation to the relevant mortgage. Under each of the mortgage conditions the premium may be paid by the Borrower in monthly instalments.

(c) *Borrower-arranged buildings insurance*

A Borrower is required to arrange for the mortgaged property to be insured by a third party if the Borrower did not arrange for the Seller to insure the mortgaged property on its behalf. The mortgaged property must be insured under a comprehensive policy and for an amount not less than the full cost of rebuilding the mortgaged property, including all professional fees, debris removal and the cost of meeting planning and local authority requirements.

Under the 2004 mortgage conditions for both England & Wales and Northern Ireland, the policy must include the Seller's interest noted on the policy or be in the joint names of the Borrower and the Seller. The 1997, 1998 and 2002 mortgage conditions for both England & Wales and Northern Ireland, require the policy to be in the joint names of the Borrower and the Seller. Under the 1997, 1998, 2002 and 2004 mortgage conditions, if the mortgaged property is leasehold and the lease provides for the landlord to insure, the Borrower must arrange for the Seller's interest to be noted on the landlord's policy. The mortgage conditions for Scotland all require that the Seller's interest is noted on the policy. In all cases, the Borrower must inform the Seller of any event which might give rise to a claim under the policy.

(d) *Title insurance*

Since 21 October 1999, the Seller has offered a service (the **Mortgage Transfer Service**) which allows remortgages of properties to be completed under an expedited procedure. The Mortgage Transfer Service takes care of the legal administration involved in a remortgage and, rather than following the traditional conveyancing practice, to protect its interests the Seller takes out a policy of title insurance in relation to each relevant property. The process differs from the traditional conveyancing procedures in that there is no in-depth investigation of title or searches carried out. If defects in a title become evident during any later repossession of a property, the Seller is able to claim against the title insurance policy. The title insurance used by the Seller for the Mortgage Transfer Service is provided by First Title Insurance plc (**first title**), a company which provides this type of title insurance and whose address is London International Press Centre, 76 Shoe Lane, London EC4A 3JB. Amongst other things, the first title policy provides protection (a) that there is good and marketable title to the property; (b) that the property was built, and (if relevant) modified or extended since, in compliance with all necessary planning and building regulation approvals; (c) against adverse information which would be discovered from Local Authority searches; and (d) against costs or legal expenses necessary to defend the title. After an agent of first title, as applicable, checks ownership of the relevant property, first title provides a certificate of insurance to the Seller. The agent then arranges execution of the relevant documents, requests the funds from the Seller and, upon receipt, disburses such funds under the Seller's instructions and completes the transaction. The Mortgage Transfer Service is not available for mortgage applications on unencumbered properties, purchases of second homes where the mortgagor will not reside at the property address, cases where there is any element of shared ownership or right-to-buy cases within 18 months of the original purchase or within the discount period.

Some Loans in the Portfolio may have the benefit of defective title indemnity insurance, restrictive covenant indemnity insurance or other similar types of indemnity insurance.

Lending criteria – Santander UK loans

The following section describes how certain of the lending criteria for loans currently originated by Santander UK differ materially from the Lending Criteria for Alliance & Leicester Loans.

Santander UK may, in its sole discretion, revise its lending criteria from time to time, so the criteria applicable to new Santander UK loans originated from time to time after the Part VII Effective Date may not be the same as those currently used:

- *Terms of the loans:* there is a minimum term of 5 years, although loyal movers borrowing the same or less who have an existing loan term of less than 5 years, but more than one year, who wish to retain the loan for the remaining term only, can be considered for a shorter term loan. The maximum term is 35 years (or 25 years for a pure interest only or Help to Buy product).
- *LTV:* the maximum LTV for loans of up to £570,000 is 95 per cent if it is part of the Help to Buy mortgage guarantee scheme and otherwise 90 per cent. The maximum LTV for loans of more than £570,000 and up to £1,000,000 is 85 per cent and for loans of above £1,000,000 is 75 per cent. These maximum LTVs may be reduced by other policies such as those relating to product LTV limits, property type restrictions, the purpose of lending, repayment types (such as interest-only), additional lending and underwriters' requirements.
- *Income verification:* Santander UK requires appropriate income evidence for every application at the time of the risk decision. In relation to employed applicants, Santander UK requires as a minimum by way of income verification: one monthly or two consecutive fortnightly (dated no more than two months before application) or four consecutive weeks' (dated no more than five weeks before application) payslips. In relation to self-employed applicants (other than those applicants who are deemed to be self-employed by virtue of being directors of a limited company with a shareholding of 20 per cent. or more in that company, in relation to which additional income verification is required), the seller requires as a minimum by way of income verification either: (i) for loans with an LTV of up to 90 per cent. either: (a) latest two years' signed accounts (year end no more than 18 months from application) or (b) self assessment tax calculation forms for the latest two years or (c) an accountant's certificate from a suitably qualified accountant; and (ii) for loans with an LTV above 90 per cent., 3 years' income figures from self assessment tax calculation forms and/or full trading accounts.
- *Title insurance:* Santander UK does not currently offer a service which allows remortgages of properties to be completed under an expedited procedure by taking out a policy of title insurance in relation to each relevant property.
- *Method of repayment:*
 - (i) New mortgages: where any loan part is interest-only the maximum LTV is 50 per cent.. Existing borrowers moving home can maintain their existing interest-only loan amount on a new Santander UK mortgage subject to a maximum 75 per cent. LTV for the new mortgage.
 - (ii) Additional loans and Help to Buy Loans can only be on a capital and interest repayment method.
- *Interest-only repayment vehicle:* only the following repayment vehicles are acceptable for new interest-only mortgages:

- (a) Sale of the mortgaged property – subject to minimum equity of £100,000.
- (b) Investment vehicles established for at least 12 months e.g. endowment; stocks & shares ISA.

Where an interest-only repayment vehicle does not conform, existing borrowers moving home can use their existing repayment vehicle for the interest-only loan part of a new mortgage subject to a check of the repayment vehicle, remedial action for any shortfall identified, and no increase in their existing interest-only loan amount or other material risk.

- *Underwriting*: applications referred for underwriting undergo full appraisal regardless of the reason for referral.
- *Debt consolidation*: monthly payment commitments for debts to be consolidated are not excluded from the affordability calculation. Applications that include capital-raising to consolidate debt are restricted to a maximum LTV of 75 per cent.. The maximum element of debt consolidation is the lower of £35,000 and (if the LTV exceeds 50 per cent) 35 per cent of the total mortgage amount.
- *Lending past the borrower's retirement age*: applicants who request a mortgage term that would take them beyond their intended retirement age are declined. An intended retirement age of more than 75 years is not accepted. Applicants who have already retired are eligible for a mortgage. Existing borrowers moving home can maintain an existing loan part that extends beyond their retirement age subject to, *inter alia*, any increased loan amount having a term that does not extend beyond the existing mortgage term, and the loan being assessed as affordable in the existing mortgage term.
- *Help to Buy applications*: each application relating to a Help to Buy Loan (insofar as applicable) must meet the generic criteria for Help to Buy loans published by the Homes and Communities Agency in addition to Santander UK's lending criteria.

SCHEDULE 5

POWER OF ATTORNEY IN FAVOUR OF FUNDING 1, THE MORTGAGES TRUSTEE AND THE FUNDING 1 SECURITY TRUSTEE

THIS DEED OF POWER OF ATTORNEY is made on 28 November 2006 by:

- (1) **ALLIANCE & LEICESTER PLC** whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (registered number 03263713) (the **Seller**);

IN FAVOUR OF each of:

- (2) **FOSSE FUNDING (NO. 1) LIMITED** whose registered office is at c/o Structured Finance Management Limited, 35 Great St. Helens, London EC3A 6AP (registered number 5925696) (**Funding 1**);
- (3) **FOSSE TRUSTEE LIMITED** whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT (registered number 94410) (the **Mortgages Trustee**);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK** acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017, United States of America in its capacity as security trustee (the **Funding 1 Security Trustee**, which expression shall include such company and all other persons or companies for the time being acting as the security trustee or security trustees under the Funding 1 Deed of Charge).

WHEREAS:

- (A) By virtue of a mortgage sale agreement (the **Mortgage Sale Agreement**) dated 28 November 2006 and made between the Seller (1) Funding 1 (2) the Mortgages Trustee (3) and the Funding 1 Security Trustee (4) and as may be further amended, restated, varied, supplemented and/or novated from time to time provision was made for the execution by the Seller of this Power of Attorney.
- (B) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Master Definitions and Construction Schedule dated 28 November 2006 (as amended, restated, varied, supplemented and/or novated from time to time) and signed by, amongst others, the parties to the Power of Attorney.

NOW THIS DEED WITNESSETH as follows:

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

Declaration of Trust) of the Loans or any of them to the Mortgages Trustee and its successors in title or to any other person or persons entitled to the benefit thereof;

- (b) to execute, sign, seal and deliver (using the company seal of the Seller where appropriate) any conveyance, assignment, assignation or transfer (including for the avoidance of doubt, any Scottish Declaration of Trust) of the Related Security or any item comprised therein (to the extent only that such item or items relate to the Loans) to the Mortgages Trustee and its successors in title or to any other person or persons entitled to the benefit thereof or entitled to be registered at the Land Registry as proprietor thereof or to be registered in the Land Register of Scotland or recorded in the General Register of Sasines as heritable creditor thereof or to be registered at the Land Registry of Northern Ireland or the Registry of Deeds, Belfast as proprietor thereof (as the case may be);
- (c) to do every other act or thing which the Seller is obliged to do under the Mortgage Sale Agreement or which that Attorney may otherwise consider to be necessary proper or expedient for fully and effectually vesting or transferring the interests sold thereunder in the Loans and their Related Security or any or each of them and/or the Seller's estate right and title therein or thereto in or to the Mortgages Trustee and its successors in title or to any other person or persons entitled to the benefit thereof (as the case may be) in the same manner and as fully and effectually in all respects as the Seller could have done including, without limitation, any of the acts referred to in clause 6.7(a) to (c) of the Mortgage Sale Agreement;
- (d) to exercise its rights, powers and discretions under the Loans including the right to fix the rate or rates of interest payable under the Loans in accordance with the terms thereof including, for the avoidance of doubt, whilst such Loans subsist and subject to the consent of the Mortgages Trustee being given to the setting of such rates, setting the Variable Rate in the circumstances referred to in clause 4 of the Servicing Agreement and/or following perfection pursuant to clause 6.1 of the Mortgages Sale Agreement **PROVIDED THAT** nothing in the Clause shall prevent the Seller (or any of its attorneys from time to time) from setting a higher rate than those set or to be set or required or to be required by the Mortgages Trustee or Funding 1 under this Power of Attorney;
- (e) to discharge the Mortgages or any of them and to sign, seal, deliver and execute such receipts, releases, surrenders, instruments, discharges, retrocessions and deeds as may be requisite or advisable in order to discharge the relevant Property or Properties from the Mortgages or any of them; and
- (f) to exercise all the powers of the Seller in relation to such Loans and their Related Security.

2. Each Attorney shall have the power by writing under its hand by an officer of the Attorney from time to time to appoint a substitute who shall have power to act on behalf of the Seller as if that substitute shall have been originally appointed Attorney by this Power of Attorney (including, without limitation, the power of further substitution) and/or to revoke any such appointment at any time without assigning any reason therefor.
3. The Seller hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorneys shall lawfully do or cause to be done in and concerning the Loans or their Related Security by virtue of this Power of Attorney.
4. The laws of England shall apply to this Power of Attorney and the interpretation thereof.

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

EXECUTED as a **DEED** by)

ALLIANCE & LEICESTER PLC)

by its duly authorised attorney)

)

in the presence of

Witness's signature:

Name:

Address:

SCHEDULE 6

FORM OF LOAN REPURCHASE NOTICE

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

Fosse Funding (No. 1) Limited
c/o Structured Finance Management Limited
35 Great St. Helen's
London EC3A 6AP

From: Fosse Trustee Limited
13 Castle Street
St. Helier
Jersey JE4 5UT (the **Mortgages Trustee**)

Dated [●]

1. It is hereby agreed that for the purpose of this notice the **Principal Agreement** shall mean the Mortgage Sale Agreement dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014), made between (1) Santander UK plc, (2) Fosse Funding (No. 1) Limited, (3) the Mortgages Trustee and (4) Law Debenture Trust Company Of New York (as the same may be or have been further amended, restated, varied, supplemented and/or novated from time to time with the consent of those parties).
2. Save where the context otherwise requires, words and expressions in this notice shall have the same meanings respectively as when used in the Principal Agreement.
3. In accordance with Clause 8.5 of the Principal Agreement, upon receipt of this Loan Repurchase Notice by the Seller there shall exist between the Seller and the Mortgages Trustee an agreement (the **Agreement for Sale**) for the sale by the Mortgages Trustee to the Seller of the Loans and their Related Security more particularly described in the Schedule hereto. Completion of such sale shall take place on [●], whereupon all further sums due in respect of such Loans shall be for the Seller's account.
4. The Agreement for Sale shall incorporate, *mutatis mutandis*, the relevant provisions of the Principal Agreement.

Signed for and on behalf of
FOSSE TRUSTEE LIMITED

On duplicate:

We hereby acknowledge receipt of and confirm the contents of this Loan Repurchase Notice.

Signed for and on behalf of
SANTANDER UK PLC

We hereby acknowledge the repurchase of the Loans and their Related Security referred to in this Loan Repurchase Notice.

SFM Directors Limited for and on behalf of
FOSSE FUNDING (NO. 1) LIMITED

Schedule

1	2	3	4
Borrower	Account No.	Property Postcode	Date of Mortgage

SCHEDULE 7

FORM OF ASSIGNMENT OF THIRD PARTY RIGHTS

THIS DEED OF ASSIGNMENT is made on [●]

BY:

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

IN FAVOUR OF:

- (2) **FOSSE TRUSTEE LIMITED** (registered number 94410), a private limited company incorporated under the laws of Jersey, Channel Islands, whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT (the **Transferee**).

WHEREAS:

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

NOW THIS DEED WITNESSETH as follows:

1. Terms used (but not defined) in this Deed (including the recitals) shall, except where the context otherwise requires and save where otherwise defined in this Deed, have the meanings given to them in the master definitions and construction schedule dated 28 November 2006 (as amended and restated on 1 August 2007 and 20 December 2007, as amended on 23 November 2009, as amended and restated on 11 March 2010 and as further amended and restated on 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as the same may be further amended, restated varied, supplemented and/or novated from time to time with the consent of the parties to this Deed) (the **Master Definitions and Construction Schedule**) and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 3 thereof.
2. The Transferor hereby assigns absolutely unto the Transferee with full title guarantee or, in the case of any Related Security or rights of action (as described in paragraphs 2(a) and (b) below) governed by Scots law, with absolute warrandice or, in the case of any Related Security or causes of action (as described in paragraphs 2(a) and (b) below) governed by Northern Irish law, as beneficial owner:
 - (a) the benefit of all Related Security (including without limitation all securities for the principal moneys and interest secured by the Mortgages and the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and MH/CP Documentation and the benefit of all guarantees, indemnities and surety contracts relating to the Mortgages) other than any such Related Security which has been transferred to the Transferee by other means or which is not otherwise capable of such transfer; and

(b) all causes and rights of action of the Transferor against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any Related Security or affecting the decision to make any advance in connection with such Mortgages.

3. The Transferor on behalf of the Transferee agrees to intimate the assignation contained in Clause 2 hereof to all relevant third parties where required to do so pursuant to clause 6 of the Mortgage Sale Agreement or as otherwise required by the Funding 1 Security Trustee.
4. This Deed shall be governed by and construed in accordance with English law (provided that any terms of this Deed which are particular to Scots law shall be construed in accordance with the laws of Scotland and any terms of this Deed which are particular to Northern Irish law shall be construed in accordance with the laws of Northern Ireland).

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

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
in the presence of)

Witness's signature: _____

Name: _____

Address: _____

ANNEXURE REFERRED TO IN THE FOREGOING ASSIGNMENT

Account No.	Property address	Borrower	Date of Mortgage
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SCHEDULE 8

FORM OF ASSIGNMENT OF INSURANCE CONTRACTS

THIS ASSIGNMENT is made by way of deed on the [●]

BETWEEN:

- (1) **SANTANDER UK PLC** (registered number 2294747), a public limited company incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Transferor**); and
- (2) **FOSSE TRUSTEE LIMITED** (registered number 94410), a private limited company incorporated under the laws of Jersey, Channel Islands, whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT (the **Mortgages Trustee**).

WHEREAS:

- (A) By a mortgage sale agreement (**Mortgage Sale Agreement**) dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as may be further amended, restated, varied, supplemented and/or novated from time to time), made between Alliance & Leicester plc, Fosse Funding (No. 1) Limited, the Mortgages Trustee and Law Debenture Trust Company of New York and to which the Transferor became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000, certain mortgages and standard securities (the **Mortgages**) brief particulars of which are set out in the Annexure hereto (other than in respect of any New Loans which have been redeemed in full prior to the date of this Assignment) were agreed to be transferred to the Mortgages Trustee.
- (B) The Transferor has the benefit of the Insurance Contracts, as defined in the master definitions and construction schedule (**Master Definitions and Construction Schedule**) dated 28 November 2006 (as amended and restated on 1 August 2007, as amended on 23 November 2009, as amended and restated on 11 March 2010 and as further amended and restated on 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014) and signed by, *inter alios*, the Mortgages Trustee, the Transferor and Law Debenture Trust Company of New York which relate to the Mortgages and the properties upon which they are secured (the **Properties**) as well as to certain mortgages, standard securities and properties in which the Mortgages Trustee has no interest.
- (C) This Assignment is supplemental to the Mortgage Sale Agreement.

NOW THIS DEED WITNESSETH as follows:

In further consideration of the sums referred to in the Mortgage Sale Agreement, the Transferor with full title guarantee (or, in relation to rights and assets governed by Scots law, with absolute warrandice, or, in relation to assets governed by Northern Irish law, as beneficial owner) hereby assigns unto the Mortgages Trustee absolutely all the estate and interest in:

- (a) the Insurance Contracts including the rights to receive the proceeds of any claim to the extent that such estate, interest, and rights relate to the Properties and/or the Mortgages; and
- (b) any other policies of insurance (including the rights to receive the proceeds of any claim) existing for the benefit of the Transferor and relating to title issues affecting a particular Property or Mortgage,

in each case to hold the same unto the Mortgages Trustee absolutely.

IN WITNESS WHEREOF SANTANDER UK PLC has caused this Assignment to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
in the presence of)

Witness's signature:

Name:

Address:

SCHEDULE 9
INSURANCE CONTRACTS

Policy number/name	Insurer	Policy name
HLPP (E&W) 8/01	First Title Insurance plc	Home Loan Protection Policy - Policy of Title Insurance
HLPP (SCOT) 8/01	First Title Insurance plc	Home Loan Protection Policy - Policy of Title Insurance
HLPP (NI) 01/05	First Title Insurance plc	Home Loan Protection Policy - Policy of Title Insurance
Policy: Homes Solutions Insurance	Zurich Insurance Company	Lender Interest-Only Policy
12/006419/41048361	Zurich Insurance Company	Properties in Possession

SCHEDULE 10

FORM OF NEW PORTFOLIO NOTICE

To: Fosse Funding (No. 1) Limited
c/o Structured Finance Management Limited
35 Great St. Helens
London EC3A 6AP (**Funding 1**)

Fosse Trustee Limited
13 Castle Street
St. Helier
Jersey JE4 5UT (the **Mortgages Trustee**)

Copy: Law Debenture Trust Company of New York
400 Madison Avenue
4th Floor
New York
New York 10017
United States of America (the **Funding 1 Security Trustee**)
From:
Santander UK PLC (registered number 2294747)
2 Triton Square
Regent's Place
London NW1 3AN (the **Seller**)

Dated [●]

1. It is hereby agreed for the purpose of this notice the **Principal Agreement** shall mean the Mortgage Sale Agreement dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014) made between (1) Alliance & Leicester (2) Funding 1 (3) the Mortgages Trustee and (4) Law Debenture Trust Company of New York and to which the Seller became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (as the same may be further amended, restated, varied, supplemented and/or novated from time to time with the consent of those parties).
2. Save where the context otherwise requires or as defined herein, words and expressions in this notice shall have the same meanings respectively as when used in the Principal Agreement.
3. In accordance with and subject to clause 4.1 of the Principal Agreement, upon receipt by the Seller of the duplicate of this notice signed by Funding 1 and the Mortgages Trustee, there shall exist between the Seller, Funding 1 and the Mortgages Trustee an agreement (the **Agreement for Sale**) for the sale by the Seller to the Mortgages Trustee of the New Loans and their Related Security more particularly described in the Schedule hereto (other than any New Loans and their Related Security which have been redeemed in full prior to the Sale Date). Completion of such sale shall take place on [●] (the **Sale Date**).
4. The Agreement for Sale shall incorporate, *mutatis mutandis*, the relevant provisions of the Principal Agreement.

Signed for and on behalf of
SANTANDER UK PLC

[On duplicate:

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

SFM Directors Limited for and on behalf of
FOSSE FUNDING (NO. 1) LIMITED

Signed for and on behalf of
FOSSE TRUSTEE LIMITED]

Schedule

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

SCHEDULE 11

FORM OF SCOTTISH TRANSFER – LAND REGISTER

We, **SANTANDER UK PLC**, incorporated under the Companies Acts (registered number 2294747) and having our Registered Office at 2 Triton Square, Regent's Place, London NW1 3AN (the **Transferor**) CONSIDERING THAT in terms of a Mortgage Sale Agreement among Alliance & Leicester plc, **FOSSE TRUSTEE LIMITED**, a private limited company incorporated under the laws of Jersey, Channel Islands (registered number 94410) and having its registered office at 13 Castle Street, St. Helier, Jersey JE4 5UT (the **Transferee**) and others dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as may be further amended, restated varied, supplemented and/or novated from time to time, the **Mortgage Sale Agreement**), and to which we the Transferor became a party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme made under Part VII of the Financial Services and Markets Act 2000, we have sold our whole right, title and interest in and to the Standard Securities and others hereinafter mentioned to the Transferee NOW THEREFORE we, the Transferor, IN CONSIDERATION of the sums payable in terms of and in implement of the Mortgage Sale Agreement HEREBY ASSIGN to the Transferee as trustee under and in terms of the Mortgages Trust Deed among Alliance & Leicester plc, the Transferee and others dated 28 November 2006 (as amended and restated on 1 August 2007, 11 March 2010, 27 April 2012 and 19 August 2013 and as may be further amended, restated varied, supplemented and/or novated from time to time, the **Mortgages Trust Deed**), and to which we the Transferor became a party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme made under Part VII of the Financial Services and Markets Act 2000, and its successor or successors as trustee or trustees under and in terms of the Mortgages Trust Deed:

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

With interest from and also arrears and accumulations of interest due and unpaid as at []]; And we grant warrandice:

IN WITNESS WHEREOF these presents typewritten on this [and the preceding] page are together with the Schedule annexed hereto executed at [] on the [] day of [] as follows:

SUBSCRIBED for and on behalf of **SANTANDER UK PLC** by

_____	_____	Authorised Signatory / Attorney
<i>(Print Full Name)</i>	<i>(Signature)</i>	

before this witness

_____	_____	Witness

<i>(Print Full Name)</i>	<i>(Signature)</i>	

(Address)

This is the Schedule referred to in the foregoing Assignment by Santander UK plc in favour of Fosse Trustee Limited

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

_____ Authorised Signatory

SCHEDULE 12

FORM OF SCOTTISH TRANSFER – SASINE REGISTER

We, **SANTANDER UK PLC**, incorporated under the Companies Acts (registered number 2294747) and having our Registered Office at 2 Triton Square, Regent's Place, London NW1 3AN (the **Transferor**) CONSIDERING THAT in terms of a Mortgage Sale Agreement among Alliance & Leicester plc, **FOSSE TRUSTEE LIMITED**, a private limited company incorporated under the laws of Jersey, Channel Islands (registered number 94410) and having its registered office at 13 Castle Street, St. Helier, Jersey JE4 5UT (the **Transferee**) and others dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as may be further amended, restated varied, supplemented and/or novated from time to time, the **Mortgage Sale Agreement**), and to which we the Transferor became a party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme made under Part VII of the Financial Services and Markets Act 2000, we have sold our whole right, title and interest in and to the Standard Securities and others hereinafter mentioned to the Transferee NOW THEREFORE we the Transferor IN CONSIDERATION of the sums payable in terms of and in implement of the Mortgage Sale Agreement HEREBY ASSIGN to the Transferee as trustee under and in terms of the Mortgages Trust Deed among Alliance & Leicester plc, the Transferee and others dated 28 November 2006 (as amended and restated on 1 August 2007, 11 March 2010, 27 April 2012 and 19 August 2013 and as may be further amended, restated varied, supplemented and/or novated from time to time, the **Mortgages Trust Deed**), and to which we the Transferor became a party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme made under Part VII of the Financial Services and Markets Act 2000, and its successor or successors as trustee or trustees under and in terms of the Mortgages Trust Deed:

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

With interest from and also arrears and accumulations of interest due and unpaid as at []; and we grant warrandice:

[which Standard Securities were last vested in the said Alliance & Leicester plc as aforesaid and from whom we the Transferor acquired right in terms [insert details of transfer order]:]

IN WITNESS WHEREOF these presents typewritten on this [and the preceding] page are together with the Schedule annexed hereto executed at [] on the [] day of [] as follows:

SUBSCRIBED for and on behalf of **SANTANDER UK PLC** by

(Print Full Name)

(Signature)

Authorised Signatory /

before this witness

Witness

(Print Full Name) (*Signature*)

_____(Address)

This is the Schedule referred to in the foregoing Assignment by Santander UK plc in favour of Fosse Trustee Limited

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

_____ Authorised Signatory

SCHEDULE 13

FORM OF SCOTTISH DECLARATION OF TRUST

DECLARATION OF TRUST

among

SANTANDER UK PLC, incorporated under the Companies Act (registered number 2294747), and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (the **Seller**);

and

FOSSE TRUSTEE LIMITED, a private limited company incorporated under the laws of Jersey, Channel Islands (registered number 94410), and having its registered office at 13 Castle Street, St Helier, Jersey JE4 5UT, Channel Islands as trustee under and in terms of the mortgages trust deed after mentioned (the **Mortgages Trustee**);

and

FOSSE FUNDING (NO. 1) LIMITED, incorporated under the Companies Acts (registered number 5925696) and having its registered office at c/o Structured Finance Management Limited, 35 Great St. Helen's, London EC3A 6AP (**Funding 1**);

[N.B. additional Funding Companies to be added where applicable]

WHEREAS:

- (A) Title to the Scottish Trust Property after mentioned is held by and vested in the Seller.
- (B) In terms of a Mortgages Trust Deed entered into among Alliance & Leicester plc, Funding 1 and the Mortgages Trustee dated 28 November 2006 (as amended and restated on 1 August 2007, 11 March 2010, 27 April 2012 and 19 August 2013 and as may be further amended, restated varied, supplemented and/or novated from time to time, the **Mortgages Trust Deed**) and to which the Seller became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 and the Mortgages Trust constituted in terms thereof, the Mortgages Trustee holds the Trust Property on trust for the Beneficiaries therein specified.
- (C) In terms of a Mortgage Sale Agreement entered into among, *inter alios*, Alliance & Leicester plc, Funding 1 and the Mortgages Trustee dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as may be further amended, restated varied, supplemented and/or novated from time to time, the **Mortgage Sale Agreement**) and to which the Seller became a party in place of Alliance & Leicester plc on 28 May 2010 by virtue of the said transfer scheme, the Seller has agreed to sell *inter alia* the Scottish Trust Property to the Mortgages Trustee to be held thereafter by the Mortgages Trustee under and in terms of the Mortgages Trust.
- (D) In implement of Clause [3.1(a)(vii)][4.8(a)(v)] of the Mortgage Sale Agreement and pending the taking of legal title to the Scottish Trust Property by the Mortgages Trustee, the Seller has undertaken to grant this deed.

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

1. Interpretation

In this deed (including the recitals hereto):

- (a) the master definitions and construction schedule signed by, amongst others, Alliance & Leicester plc, Funding 1 and the Mortgages Trustee and dated 28 November 2006 (as amended and restated on 1 August 2007 and 20 December 2007, as amended on 23 November 2009, as amended and restated on 11 March 2010 and as further amended and restated on 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as the same may be further amended, varied, restated, supplemented and/or novated from time to time with the consent of the parties to this deed, the **Master Definitions and Construction Schedule**) and to which Santander UK became party in place of Alliance & Leicester plc on 28 May 2010 in its capacities as Seller, Cash Manager, Issuer Cash Manager, Servicer, Funding 1 Start-up Loan Provider and Funding 1 Swap Provider on 28 May 2010 by virtue of the said transfer scheme is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule (as so amended, varied, supplemented and/or restated from time to time) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this deed, and this deed shall be construed in accordance with the interpretation provisions set out in Clause 3 of the Master Definitions and Construction Schedule; and
- (b) **Scottish Trust Property** shall mean the Scottish Loans and their Related Security brief particulars of which are detailed in the schedule annexed and executed as relative hereto (the **Schedule**) (other than any such Scottish Loans which have been redeemed in full prior to the date of this deed) and any Product Switch or Further Advances made in respect of such Scottish Loans, and all right, title, interest and benefit of the Seller to:
 - (i) all payments of principal and interest (including, for the avoidance of doubt, all Accrued Interest, Arrears of Interest and Capitalised Arrears) and other sums due or to become due in respect of such Scottish Loans and their Related Security including, without limitation, the right to demand, sue for, recover and give receipts for all principal monies, interest and costs and the right to sue on all covenants and undertakings made or expressed to be made in favour of the Seller under the applicable Mortgage Terms;
 - (ii) subject where applicable to the subsisting rights of redemption of Borrowers, all MH/CP Documentation, Deeds of Postponement, all third party guarantees and any other collateral security for the repayment of the relevant Scottish Loans;
 - (iii) the right to exercise all the powers of the Seller in relation thereto;
 - (iv) all proceeds resulting from the enforcement of any of such Scottish Loans and their Related Security;
 - (v) each Certificate of Title and Valuation Report relevant to such Scottish Loans and any right of action of the Seller against any solicitor, qualified conveyancer, valuer or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any of such Scottish Loans and their Related Security, or any part thereof or affecting the decision of the Seller to make or offer to make any of such Scottish Loans or part thereof; and

- (vi) the proceeds of all claims made by or on behalf of the Seller or to which the Seller is entitled in relation to the Scottish Properties secured by the Scottish Mortgages detailed in the Schedule under the Insurance Policies.

2. Declaration of Trust

The Seller hereby DECLARES that from and after the date hereof the Seller holds and, subject to Clause 8 below, shall henceforth hold the Scottish Trust Property and its whole right, title and interest, present and future, therein and thereto in trust absolutely for the Mortgages Trustee and its assignees (whether absolutely or in security) whomsoever.

3. Intimation

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

4. Dealings with Scottish Trust Property and Negative Pledge

The Seller warrants and undertakes that:

- (a) as at the date hereof it holds, subject to any pending registration or recording in the Registers of Scotland, legal title to the Scottish Trust Property unencumbered by any fixed or floating charge, diligence or other Security Interest;
- (b) it shall not create or agree to create any fixed or floating charge or other Security Interest over or which may attach to or affect the whole or any part of the Scottish Trust Property or otherwise dispose of the same at any time when such Scottish Trust Property or part thereof remains subject to the trust hereby created; and
- (c) it shall deal with the Scottish Trust Property (including without prejudice to said generality the calculation and setting of any interest rate applicable thereto) in accordance with the provisions of the Transaction Documents and the specific written instructions (if any) of the Mortgages Trustee or its foresaids and shall take, subject to Clause 8 below, any such action as may be necessary (including for the avoidance of doubt the raising or defending of any proceedings in any court of law whether in Scotland or elsewhere) to secure or protect the title to the Scottish Trust Property but only in accordance with the specific written instructions (if any) of the Mortgages Trustee or its foresaids.

5. Transfer of Title

- 5.1 The Mortgages Trustee and its foresaids as beneficiary hereunder shall have the right to call upon the Seller to execute and deliver to the Mortgages Trustee, subject to the terms of clause 6 of the Mortgage Sale Agreement, valid assignments of the Scottish Trust Property or any part thereof or otherwise to complete its title to the Scottish Trust Property or any part thereof, and that notwithstanding the winding up of the Seller, the making of any administration order or the filing of documents with the court for the appointment of an administrator or the service of a notice of intention to appoint an administrator in respect of the Seller or the appointment of a receiver to all or any part of the Scottish Trust Property.
- 5.2 Without prejudice to the generality of Clause 5.1, the Seller undertakes to the Mortgages Trustee and binds and obliges itself that, upon the occurrence of any one of the events specified in clause 6.1 of the Mortgage Sale Agreement, it will within five London Business Days of such occurrence provide such information as is necessary to enable the Mortgages Trustee to complete Scottish Transfers

(including all schedules and annexures thereto) in relation to the whole of the Scottish Trust Property.

- 5.3 For further assuring the said rights and powers specified in this Clause 5, the Seller has granted a power of attorney in favour of the Mortgages Trustee, Funding 1 and the Funding 1 Security Trustee substantially in the form set out in Schedule 5 to the Mortgage Sale Agreement.

6. Mortgages Trustee Declaration of Trust

The Mortgages Trustee by its said execution of this deed hereby DECLARES that its whole right, title and beneficial interest in and to the Scottish Trust Property in terms of this deed are and shall be held (to the extent not already so held) by the Mortgages Trustee and its foresaids under and in terms of the Mortgages Trust and all sums and amounts received or held by the Mortgages Trustee relating thereto or deriving therefrom have been and shall be added (to the extent aforesaid) to the Trust Property and held by the Mortgages Trustee under the Mortgages Trust Deed.

7. Mortgages Trust Intimation

The Mortgages Trustee hereby intimates to Funding 1 and the Seller, as Beneficiaries of the Mortgages Trust, the declaration of trust made in terms of Clause 6 above and Funding 1 and the Seller by executing this deed acknowledge such intimation.

8. Termination of Trust

If:

- (a) legal title to any part or parts of the Scottish Trust Property is taken by the Mortgages Trustee or its foresaids in accordance with the provisions of Clause 5 above (which in the case of any Scottish Mortgage shall be constituted by the registration or recording of the title thereto in the Registers of Scotland); or
- (b) any part or parts of the Scottish Trust Property forms the subject of a repurchase by the Seller in accordance with the terms of Clause 8.5 of the Mortgage Sale Agreement, or
- (c) any Scottish Loan and its Related Security comprised within the Scottish Trust Property is redeemed in full,

the trust hereby declared and created pursuant to Clauses 2 and 3 above shall (but only when any of the events or transactions before stated has been completed irrevocably, validly and in full) *ipso facto* fall and cease to be of effect in respect of such part or parts of the Scottish Trust Property but shall continue in full force and effect in respect of the whole remainder (if any) of the Scottish Trust Property.

9. Change of Trustee

Except with the prior consent of the Mortgages Trustee and (for so long as each retains any right or interest in the Scottish Trust Property) Funding 1 and the Funding 1 Security Trustee, the Seller shall not be entitled to resign office as a trustee or assume a new trustee or trustees under this deed.

10. Variation

This deed and the trusts hereby declared and created pursuant to Clauses 2 and 3 and Clauses 6 and 7 above shall not be varied in any respect without the consent in writing of the Mortgages Trustee and

(for so long as each retains any right or interest in the Scottish Trust Property) Funding 1 and the Funding 1 Security Trustee.

11. Governing Law

- 11.1 This deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the law of Scotland other than Clause 6 hereof (together with any non-contractual obligations arising out of or in connection with it) which shall be governed by and construed in accordance with the law of England and Wales.
- 11.2 Each of the parties hereby prorogates the non-exclusive jurisdiction of the Scottish courts so far as not already subject thereto and waives any right or plea of *forum non conveniens* in respect of such jurisdiction.

12. Registration

The parties hereto consent to the registration of this deed for preservation:

IN WITNESS WHEREOF these presents typewritten on this and the preceding [] pages together with the Schedule annexed hereto are executed for and on behalf of the Seller, the Mortgages Trustee and Funding 1 at [] on [] as follows:

SUBSCRIBED for and on behalf of
SANTANDER UK PLC by [], its
attorney (acting in terms of power of attorney dated [] 20xx), at London on [] 20xx before this
witness:

.....Witness
(Signature)

.....Attorney
(Signature)

.....
(Print Full Name)

.....
(Address)

SUBSCRIBED for and on behalf of
FOSSE TRUSTEE LIMITED by [],
one of its Directors, at London on [] 20xx
before this witness:

..... Witness Director
(Signature) (Signature)

.....
(Print Full Name)

.....
(Address)

SUBSCRIBED for an on behalf of
FOSSE FUNDING (NO. 1) LIMITED by SFM Directors Limited, one
of its Directors, at London on [] 20xx before
this witness:

..... Witness
(Signature)

..... Director
(Signature)

.....
(Print Full Name)

.....
(Address)

This [and the following pages comprise] the Schedule referred to in the foregoing Declaration of Trust among Santander UK plc, Fosse Trustee Limited and Fosse Funding (No. 1) Limited

DETAILS OF SCOTTISH LOANS AND RELATED SECURITY

1.	2.	3.
Account No.	Address	Sum Due

Attorney
Santander UK plc

Director
Fosse Trustee Limited

SFM Directors Limited, as Director
Fosse Funding (No. 1) Limited

SCHEDULE 14

FORM OF RE-ASSIGNMENT OF INSURANCE CONTRACTS

THIS ASSIGNMENT is made by way of deed on the [●]

BETWEEN:

- (1) **FOSSE TRUSTEE LIMITED** (registered number 94410), a private limited company incorporated under the laws of Jersey, Channel Islands, whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT (the **Transferor**); and
- (2) **SANTANDER UK PLC** (registered number 2294747), a public limited company incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Transferee**).

WHEREAS:

- (A) By a mortgage sale agreement (**Mortgage Sale Agreement**) dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as the same may be further amended, restated varied, supplemented and/or novated from time to time) and made between Alliance & Leicester plc, Fosse Funding No.1 Limited, the Transferee and Law Debenture Trust Company of New York and to which the Transferee became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000, certain mortgages and standard securities (the **Mortgages**) were agreed to be transferred to the Mortgages Trustee.
- (B) By the Mortgage Sale Agreement, the Transferee sold and the Transferor purchased all right, title, interest and benefit of the Transferee in and under the Mortgages and all Related Security and all monies secured by those Mortgages.
- (C) By Clause 8.5 of the Mortgage Sale Agreement, the Transferor has now agreed to sell and the Transferee has agreed to repurchase all right, title, interest and benefit (both present and future) of the Transferor in and under the Mortgages and all Related Security and all monies secured by those Mortgages and Related Security.
- (D) The Transferor has the benefit of the Insurance Contracts, as defined in the master definitions and construction schedule (**Master Definitions and Construction Schedule**) dated 28 November 2006 (as amended and restated on 1 August 2007 and 20 December 2007, as amended on 23 November 2009, as amended and restated on 11 March 2010 and as further amended and restated on 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as the same may be further amended, restated varied, supplemented and/or novated from time to time) and signed by, *inter alios*, the Transferee, the Transferor and Law Debenture Trust Company of New York, which relate to the Mortgages and the properties upon which they are secured (the **Properties**) as well as to certain mortgages, standard securities and properties in which the Mortgages Trustee has no interest.

NOW THIS DEED WITNESSETH as follows:

Terms used (but not defined) in this Deed (including the recitals) shall, except where the context otherwise requires and save where otherwise defined in this Deed, have the meanings given to them in the Master Definitions and Construction Schedule and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 2 thereof.

The Transferor with full title guarantee (or, in relation to rights and assets governed by the law of Scotland, with absolute warrandice) hereby assigns unto the Transferee absolutely all the estate, right and interest in:

- (a) the Insurance Contracts including the rights to receive the proceeds of any claim to the extent that such estate, interest, and rights relate to the Properties and/or the Mortgages; and
- (b) any other policies of insurance (including the rights to receive the proceeds of any claim) existing for the benefit of the Transferor and relating to title issues affecting a particular Property or Mortgage,

in each case to hold the same unto the Mortgages Trustee absolutely.

IN WITNESS WHEREOF FOSSE TRUSTEE LIMITED has caused this Assignment to be executed and delivered as a Deed the day and year first before written.

SIGNED as a **DEED** by)
FOSSE TRUSTEE LIMITED, a company)
incorporated in Jersey, Channel Islands, by)
)
being a person who, in accordance with the laws)
of that territory is acting under the authority of)
the company, in the presence of)

Witness's signature:

Name:

Address:

SCHEDULE 15

FORM OF RE-ASSIGNMENT OF THIRD PARTY RIGHTS

THIS DEED OF ASSIGNMENT is made on [●]

BY:

1. **FOSSE TRUSTEE LIMITED** (registered number 94410), a private limited company incorporated under the laws of Jersey, Channel Islands, whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT (the **Transferor**);

IN FAVOUR OF:

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

WHEREAS:

- (A) By the charges by way of legal mortgage or standard security (the **Mortgages**) brief particulars of which are set out in the Annexure hereto the properties brief particulars of which are similarly set out became security for the repayment of the moneys therein mentioned.
- (B) By the Mortgage Sale Agreement, the Transferee sold and the Transferor purchased all right, title, interest and benefit of the Transferee in and under the Mortgages and all their Related Security and all monies secured by those Mortgages on or about [●].
- (C) By clause 8.5 of the Mortgage Sale Agreement, the Transferor has now agreed to sell and the Transferee has agreed to repurchase all right, title, interest and benefit (both present and future) of the Transferor in and under the Mortgages and all their Related Security and all monies secured by those Mortgages and Related Security.

NOW THIS DEED WITNESSETH as follows:

1. Terms used (but not defined) in this Deed (including the recitals) shall, except where the context otherwise requires and save where otherwise defined in this Deed, have the meanings given to them in the amended and restated master definitions and construction schedule dated 28 November 2006 signed by, amongst others, the parties to this Deed (as amended and restated on 1 August 2007 and 20 December 2007, as amended on 23 November 2009, as amended and restated on 11 March 2010 and as further amended and restated on 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as the same may be further amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed) (the **Master Definitions and Construction Schedule**) and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 3 thereof.
2. The Transferor hereby assigns absolutely unto the Transferee with full title guarantee or, in the case of any Related Security or rights of action (as described in paragraph (b) below) governed by Scots Law, with absolute warrandice:
 - (a) the benefit of all Related Security (including without limitation all securities for the principal moneys and interest secured by the Mortgages and the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and MH/CP Documentation and the benefit

of all guarantees, indemnities and surety contracts relating to the Mortgages) other than any such Related Security which has been transferred to the Transferee by other means or which is not otherwise capable of such transfer; and

- (b) all causes and rights of action of the Transferor against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any Related Security or affecting the decision to make any advance in connection with such Mortgages.

3. This Deed shall be governed by and construed in accordance with English law (provided that any terms of the Deed which are particular to Scots law shall be construed in accordance with the laws of Scotland and which are particular to Northern Irish law shall be construed in accordance with the laws of Northern Ireland).

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

EXECUTED as a **DEED** by)
FOSSE TRUSTEE LIMITED, a company)
incorporated in Jersey, Channel Islands, by)
)
being a person who, in accordance with the laws)
of that territory is acting under the authority of)
the company, in the presence of)

Witness's signature:

Name:

Address:

SCHEDULE 16

FORM OF REGISTERED LAND TRANSFER - NORTHERN IRELAND

LAND REGISTRY OF NORTHERN IRELAND – TRANSFER OF CHARGES

FOLIO NUMBER and COUNTY	As listed in column 1 of the Schedule hereto
REGISTERED OWNER:	As listed in column 2 of the Schedule hereto
PROPERTIES:	As listed in column 3 of the Schedule hereto
REGISTERED OWNER OF CHARGES	SANTANDER UK PLC

In pursuance of the Mortgage Sale Agreement dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as may be further amended, restated varied, supplemented and/or novated from time to time) made between, *inter alios*, Alliance & Leicester plc and Fosse Trustee Limited whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT (the **Transferee**) and to which the above – named Registered Owner of Charges became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 the above named Registered Owner of Charges as Beneficial Owner hereby transfers to the Transferee each of the charges (the **Charges**) described in the Schedule, all of which it is the registered owner of, together with all other rights, title, interest and benefits arising under the Charges.

The above named Registered Owner hereby assigns unto the Transferee all monies and interest now due and secured by the Charges and henceforth to become due and the benefit of all securities for the same **TO HOLD** the same unto the Transferee absolutely.

The above named Registered Owner hereby transfers, conveys and assigns to the extent assignable all powers and remedies for enforcing any right of action against any solicitor, valuer or other person in connection with any Charge or affecting the Transferor's decision to make the relevant advance.

TOGETHER ALSO with the benefit of all securities given in connection with the Charges including for the avoidance of doubt:

- (a) the right to demand, sue for, recover, receive and give receipts for all principal monies payable or to become payable under the Charges or the unpaid part thereof and the interest and other sums due thereon together with the right, title, benefit and interest arising under or in connection with the agreement for the loans secured by the Charges;
- (b) the benefit of all securities (including without limitation any guarantees, deeds of postponement and any consents by occupiers of the Properties other than the borrowers) for such principal monies and interest and other sums and the benefit of, and the right to sue on, all covenants with the Transferor in each Charge and the right to exercise all powers of the Transferor in relation to each Charge; and
- (c) all the estate and interest in the properties vested in the Transferor subject to redemption or cesser.

Dated [●]

EXECUTED as a **DEED** by)
SANTANDER UK PLC)

acting by its duly authorised attorney)
)
in the presence of)

Witness's signature:

Name:

Address:

SCHEDULE 17

FORM OF UNREGISTERED LAND TRANSFER CONVEYANCE AND ASSIGNMENT – NORTHERN IRELAND

THIS INDENTURE OF CONVEYANCE AND ASSIGNMENT is made the [] day of []

BETWEEN:

- (1) **SANTANDER UK PLC** (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Transferor**); and
- (2) **FOSSE TRUSTEE LIMITED** whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT (the **Transferee**).

WHEREAS:

- (A) By the mortgages (**Mortgages**) brief particulars of which are mentioned in the Schedule hereto the properties (the **Properties**) brief particulars of which are also mentioned in the Schedule hereto were demised to the Transferor as in the Mortgages and specified as security for the repayment of the monies advanced pursuant to the mortgage loans (the **Mortgage Loans**).
- (B) By a Mortgage Sale Agreement dated 28 November 2006 between, *inter alia*, Alliance & Leicester plc and the Transferee and to which the Transferor became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as may be further amended, restated, varied, supplemented and/or novated the **Agreement**) the Transferor has agreed to sell and the Transferee has agreed to buy all right, title, interest and benefit (both present and future) of the Transferor in the Mortgages for the consideration hereinafter mentioned.

NOW THIS INDENTURE WITNESSES as follows:

In consideration of sums payable by the Transferee to the Transferor under the Agreement, the Transferor as beneficial owner hereby transfers, conveys and assigns unto the Transferee:

- (a) all that the Mortgages and the Mortgage Loans and the monies due and secured by them and interest now due and henceforth to become due for the same and the benefit of all securities for the same **TO HOLD** the same unto the Transferee absolutely;
- (b) all and singular the Properties demised or assured by the Mortgages which are now or by any means vested in the Transferor together with all other rights, powers, provisions, titles, interests and benefits (including particularly any reversionary interest) in relation to or arising under the Mortgages and hereby substitutes for the Transferor, the Transferee (so far as it is lawful) as the attorney of the mortgagors under the Mortgages for the purposes of the power of attorney contained in each of the Mortgages **TO HOLD** the same unto the Transferee for the unexpired residues of the terms of years demised by the Mortgages subject as to all hereditaments to such rights of equity of redemption as are now subsisting therein by virtue of the Mortgages;
- (c) all powers and remedies for enforcing any rights of action against any solicitor, valuer or other person in connection with any Mortgage or Mortgage Loan or form of consent or affecting the Transferor's decision to make the relevant advance **TO HOLD** the same unto the Transferee

absolutely **TOGETHER WITH** the benefit of all securities given in connection with the Mortgages including for avoidance of doubt:

- (i) the right to demand, sue for, recover, receive and give receipt for all principal monies to become payable under the Mortgages and the Mortgage Loans or the unpaid part thereof and the interest and other sums due thereon together with the right, title, benefit and interest arising under or in connection with the agreement for the Mortgage Loans secured by the Mortgages; and
- (ii) the benefit of all securities (including without limitation any guarantees, deeds of postponement and any consents by occupiers of the Properties other than the borrowers) for such principal monies and interest and other sums and the benefit of, and the right to sue on, all covenants with the Transferor in each Mortgage and the Mortgage Loan and the right to exercise all powers of the Transferor in relation to each Mortgage and Mortgage Loan.

IN WITNESS WHEREOF the Transferor and the Transferee have caused this Transfer to be executed and delivered as a deed the day and year first herein written

THE SCHEDULE referred to above

An Indenture of Mortgage dated [] and made between [] of the one part and [] of the other part (Registered in the Registry of Deeds, on the day of [] Serial No: []) relating to the property situate at [] and known as [].

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
in the presence of)

Witness's signature:

Name:

Address:

EXECUTED as a **DEED** by)
FOSSE TRUSTEE LIMITED, a company)
incorporated in Jersey, Channel Islands, by)
being a person who, in accordance with the laws)
of that territory is acting under the authority of)
the company, in the presence of)

Witness's signature:

Name:

Address:

ANNEXURE REFERRED TO IN THE FOREGOING ASSIGNMENT

Account No.	Property Address	Borrower	Date of Mortgage
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SCHEDULE 18

FORM OF DATA TRANSFER AGREEMENT

SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

ALLIANCE & LEICESTER PLC (registered number 03263713), a public limited company incorporated under the laws of England and Wales, whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (hereinafter “**data exporter**”)

and

FOSSE TRUSTEE LIMITED (registered number 94410), a private limited company incorporated under the laws of Jersey, Channel Islands, whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT, Channel Island (hereinafter “**data importer**”)

each a “**party**”; together “**the parties**”.

Definitions

For the purposes of the clauses:

- (a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) “the data exporter” shall mean the controller who transfers the personal data;
- (c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. **Obligations of the data importer**

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a

reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data, at its option, in accordance with:
 - (i) the data protection laws of the country in which the data exporter is established, or
 - (ii) the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
 - (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: _____

Initials of data importer: _____

- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and:
 - (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection; or
 - (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU; or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards; or
 - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

III. Liability and third party rights

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:

- (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
- (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
- (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
- (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- (c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- (d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers,

which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: _____

FOR DATA IMPORTER

.....
.....
.....

FOR DATA EXPORTER

.....
.....
.....

ANNEX A TO THE DATA TRANSFER AGREEMENT

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

- (a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject; and
- (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties,

or

- (b) where otherwise provided by the law of the data exporter.

ANNEX B TO THE DATA TRANSFER AGREEMENT

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects:

.....

.....

.....

.....

Purposes of the transfer(s)

The transfer is made for the following purposes:

.....

.....

.....

.....

Categories of data

The personal data transferred concern the following categories of data:

.....

.....

.....

.....

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

.....

.....

.....

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

.....

.....

.....

.....

Data protection registration information of data exporter (where applicable)

.....

.....

Additional useful information (storage limits and other relevant information)

.....

.....

Contact points for data protection enquiries

Data importer

.....

.....

.....

Data exporter

.....

.....

.....

SCHEDULE 19

FORM OF OUTSTANDING BALANCE NOTICE

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

To: Fosse Trustee Limited
13 Castle Street
St. Helier
Jersey JE4 5UT (the **Mortgages Trustee**)

Dated [●]

1. It is hereby agreed that for the purpose of this notice the **Principal Agreement** shall mean the Mortgage Sale Agreement dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as may be further amended, restated varied, supplemented and/or novated from time to time), made between (1) Alliance & Leicester plc (2) Fosse Funding (No. 1) Limited (3) the Mortgages Trustee and (4) Law Debenture Trust Company of New York and to which the Seller became party in place of Alliance & Leicester plc on 28 May by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (as the same may be or has been amended, varied or supplemented from time to time with the consent of those parties).
2. Save where the context otherwise requires, words and expressions in this notice shall have the same meanings respectively as when used in the Principal Agreement.
3. Pursuant to Clause 8.4(e) of the Principal Agreement, the Seller hereby notifies the Mortgages Trustee that it wishes to repurchase the Loans and their Related Security more particularly described in the Schedule hereto from the Mortgages Trustee.
4. This notice shall incorporate, *mutatis mutandis*, the relevant provisions of the Principal Agreement.

Signed for and on behalf of
SANTANDER UK PLC

[On duplicate

We hereby acknowledge receipt of and confirm the contents of the Outstanding Balance Notice dated [].

Signed for and on behalf of

FOSSE TRUSTEE LIMITED]

Schedule to the Outstanding Balance Notice

1	2	3
Account No.	Date of Mortgage	Outstanding Balance

SCHEDULE 20

FORM OF EXCLUDED FURTHER ADVANCE NOTICE

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

To: Fosse Trustee Limited
13 Castle Street
St. Helier
Jersey JE4 5UT (the **Mortgages Trustee**)

Dated [●]

1. It is hereby agreed that for the purpose of this notice the **Principal Agreement** shall mean the Mortgage Sale Agreement dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014), made between (1) Alliance & Leicester plc (2) Fosse Funding (No. 1) Limited (3) the Mortgages Trustee and (4) Law Debenture Trust Company of New York and to which the Seller became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (as the same may be further amended, restated, varied, supplemented and/or novated from time to time with the consent of those parties).
2. Save where the context otherwise requires, words and expressions in this notice shall have the same meanings respectively as when used in the Principal Agreement.
3. Pursuant to Clause 8.4(f) of the Principal Agreement, the Seller hereby notifies the Mortgages Trustee that it wishes to repurchase all Loans subject of a Further Advance (including, for the avoidance of doubt, the relevant Further Advance) made on or after the date of this notice and prior to the revocation of this notice in accordance with the Principal Agreement.
4. This notice shall incorporate, *mutatis mutandis*, the relevant provisions of the Principal Agreement.

Signed for and on behalf of
SANTANDER UK PLC

[On duplicate

We hereby acknowledge receipt of and confirm the contents of the Excluded Further Advance Notice dated [].

Signed for and on behalf of
FOSSE TRUSTEE LIMITED]

SCHEDULE 21

FORM OF EXCLUDED PRODUCT SWITCH NOTICE

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

To: Fosse Trustee Limited
13 Castle Street
St. Helier
Jersey JE4 5UT (the **Mortgages Trustee**)

Dated [●]

1. It is hereby agreed that for the purpose of this notice the **Principal Agreement** shall mean the Mortgage Sale Agreement dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014) made between (1) Alliance & Leicester plc (2) Fosse Funding (No. 1) Limited (3) the Mortgages Trustee and (4) Law Debenture Trust Company of New York and to which the Seller became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (as the same may be further amended, restated, varied, supplemented and/or novated from time to time with the consent of those parties).
2. Save where the context otherwise requires, words and expressions in this notice shall have the same meanings respectively as when used in the Principal Agreement.
3. Pursuant to Clause 8.4(g) of the Principal Agreement, the Seller hereby notifies the Mortgages Trustee that it wishes to repurchase all Loans subject of a Product Switch made on or after the date of this notice and prior to the revocation of this notice in accordance with the Principal Agreement.
4. This notice shall incorporate, *mutatis mutandis*, the relevant provisions of the Principal Agreement.

Signed for and on behalf of
SANTANDER UK PLC]

[On duplicate

We hereby acknowledge receipt of and confirm the contents of the Excluded Product Switch Notice dated [].

Signed for and on behalf of
FOSSE TRUSTEE LIMITED]

SCHEDULE 22

PART 1

FORM OF ARREARS REPURCHASE NOTICE

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

To: Fosse Trustees Limited
13 Castle Street
St. Helier
Jersey JE4 5UT (the **Mortgages Trustee**)

Fosse Funding (No. 1) Limited
c/o Structured Finance Management Limited
35 Great St. Helen's
London EC3A 6AP

cc: Santander UK plc (as **Servicer**)

Law Debenture Trust Company of New York (the **Funding 1 Security Trustee**)

Dated [●]

1. It is hereby agreed that for the purpose of this notice the **Principal Agreement** shall mean the Mortgage Sale Agreement dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014), made between (1) Santander UK plc, (2) Fosse Funding (No. 1) Limited, (3) the Mortgages Trustee and (4) Law Debenture Trust Company Of New York (as the same may be or have been further amended, restated, varied, supplemented and/or novated from time to time with the consent of those parties).
2. Save where the context otherwise requires, words and expressions in this notice shall have the same meanings respectively as when used in the Principal Agreement.
3. In accordance with Clause 8.13 of the Principal Agreement, the Seller hereby proposes to repurchase the Loans In Arrears, the particulars of which are set out in the Schedule hereto and, upon signature of the acknowledgment to this Arrears Repurchase Notice by the Mortgages Trustee, there shall exist between the Seller and the Mortgages Trustee an agreement (the **Agreement for Sale**) for the sale by the Mortgages Trustee to the Seller of the Loans and their Related Security more particularly described in the Schedule hereto. Completion of such sale shall take place on [●] whereupon all further sums due in respect of such Loans shall be for the Seller's account.
4. Pursuant to Clause 8.13 of the Principal Agreement, the Mortgages Trustee is required to return their acknowledgment to this Arrears Repurchase Notice within two Business Days of its receipt of such notice.

5. The Agreement for Sale shall incorporate, *mutatis mutandis*, the relevant provisions of the Principal Agreement and in particular Clauses 8.6 and 8.7 of the Principal Agreement.

Signed for and on behalf of

SANTANDER UK PLC

On duplicate:

We hereby acknowledge the repurchase of the Loans and their Related Security referred to in this Arrears Repurchase Notice.

Signed for and on behalf of

FOSSE TRUSTEE LIMITED

SFM Directors Limited for and on behalf of

FOSSE FUNDING (NO. 1) LIMITED

Schedule

1	2	3	4
Borrower	Account No.	Property Postcode	Date of Mortgage

PART 2

FORM OF RE-ASSIGNMENT OF INSURANCE CONTRACTS

THIS ASSIGNMENT is made by way of deed on the [●]

BETWEEN:

- (1) **FOSSE TRUSTEE LIMITED** (registered number 94410), a private limited company incorporated under the laws of Jersey, Channel Islands, whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT (the **Transferor**); and
- (2) **SANTANDER UK PLC** (registered number 2294747), a public limited company incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Transferee**).

WHEREAS:

- (A) By a mortgage sale agreement (**Mortgage Sale Agreement**) dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as the same may be further amended, restated varied, supplemented and/or novated from time to time) and made between Alliance & Leicester plc, Fosse Funding No.1 Limited, the Transferee and Law Debenture Trust Company of New York and to which the Transferee became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000, certain mortgages and standard securities (the **Mortgages**) were agreed to be transferred to the Mortgages Trustee.
- (B) By the Mortgage Sale Agreement, the Transferee sold and the Transferor purchased all right, title, interest and benefit of the Transferee in and under the Mortgages and all Related Security and all monies secured by those Mortgages.
- (C) By Clause 8.13 of the Mortgage Sale Agreement, the Transferor has now agreed to sell and the Transferee has agreed to repurchase all right, title, interest and benefit (both present and future) of the Transferor in and under the Mortgages and all Related Security and all monies secured by those Mortgages and Related Security.
- (D) The Transferor has the benefit of the Insurance Contracts, as defined in the master definitions and construction schedule (**Master Definitions and Construction Schedule**) dated 28 November 2006 (as amended and restated on 1 August 2007 and 20 December 2007, as amended on 23 November 2009, as amended and restated on 11 March 2010 and as further amended and restated on 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as the same may be further amended, restated varied, supplemented and/or novated from time to time) and signed by, *inter alios*, the Transferee, the Transferor and Law Debenture Trust Company of New York, which relate to the Mortgages and the properties upon which they are secured (the **Properties**) as well as to certain mortgages, standard securities and properties in which the Mortgages Trustee has no interest.

NOW THIS DEED WITNESSETH as follows:

Terms used (but not defined) in this Deed (including the recitals) shall, except where the context otherwise requires and save where otherwise defined in this Deed, have the meanings given to them in the Master Definitions and Construction Schedule and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 3 thereof.

The Transferor with full title guarantee (or, in relation to rights and assets governed by the law of Scotland, with absolute warrandice) hereby assigns unto the Transferee absolutely all the estate, right and interest in:

- (a) the Insurance Contracts including the rights to receive the proceeds of any claim to the extent that such estate, interest, and rights relate to the Properties and/or the Mortgages; and
- (b) any other policies of insurance (including the rights to receive the proceeds of any claim) existing for the benefit of the Transferor and relating to title issues affecting a particular Property or Mortgage,

in each case to hold the same unto the Transferee absolutely.

IN WITNESS WHEREOF FOSSE TRUSTEE LIMITED has caused this Assignment to be executed and delivered as a Deed the day and year first before written.

SIGNED as a **DEED** by)
FOSSE TRUSTEE LIMITED, a company)
incorporated in Jersey, Channel Islands, by)
)
being a person who, in accordance with the laws)
of that territory is acting under the authority of)
the company, in the presence of)

Witness's signature:

Name:

Address:

PART 3

FORM OF RE-ASSIGNMENT OF THIRD PARTY RIGHTS

THIS DEED OF ASSIGNMENT is made on [●]

BY:

1. **FOSSE TRUSTEE LIMITED** (registered number 94410), a private limited company incorporated under the laws of Jersey, Channel Islands, whose registered office is at 13 Castle Street, St. Helier, Jersey JE4 5UT (the **Transferor**);

IN FAVOUR OF:

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

WHEREAS:

- (A) By the charges by way of legal mortgage or standard security (the **Mortgages**) brief particulars of which are set out in the Annexure hereto the properties brief particulars of which are similarly set out became security for the repayment of the moneys therein mentioned.
- (B) By the Mortgage Sale Agreement, the Transferee sold and the Transferor purchased all right, title, interest and benefit of the Transferee in and under the Mortgages and all their Related Security and all monies secured by those Mortgages on or about [●].
- (C) By Clause 8.13 of the Mortgage Sale Agreement, the Transferor has now agreed to sell and the Transferee has agreed to repurchase all right, title, interest and benefit (both present and future) of the Transferor in and under the Mortgages and all their Related Security and all monies secured by those Mortgages and Related Security.

NOW THIS DEED WITNESSETH as follows:

1. Terms used (but not defined) in this Deed (including the recitals) shall, except where the context otherwise requires and save where otherwise defined in this Deed, have the meanings given to them in the amended and restated master definitions and construction schedule dated 28 November 2006 signed by, amongst others, the parties to this Deed (as amended and restated on 1 August 2007 and 20 December 2007, as amended on 23 November 2009, as amended and restated on 11 March 2010 and as further amended and restated on 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014 and as the same may be further amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed) (the **Master Definitions and Construction Schedule**) and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 3 thereof.
2. The Transferor hereby assigns absolutely unto the Transferee with full title guarantee or, in the case of any Related Security or rights of action (as described in paragraph (b) below) governed by Scots Law, with absolute warrandice:
 - (a) the benefit of all Related Security (including without limitation all securities for the principal moneys and interest secured by the Mortgages and the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and MH/CP Documentation and the benefit

of all guarantees, indemnities and surety contracts relating to the Mortgages) other than any such Related Security which has been transferred to the Transferee by other means or which is not otherwise capable of such transfer; and

- (b) all causes and rights of action of the Transferor against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any Related Security or affecting the decision to make any advance in connection with such Mortgages.

- 3. This Deed shall be governed by and construed in accordance with English law (provided that any terms of the Deed which are particular to Scots law shall be construed in accordance with the laws of Scotland and which are particular to Northern Irish law shall be construed in accordance with the laws of Northern Ireland).

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

EXECUTED as a **DEED** by)
FOSSE TRUSTEE LIMITED, a company)
incorporated in Jersey, Channel Islands, by)
)
being a person who, in accordance with the laws)
of that territory is acting under the authority of)
the company, in the presence of)

Witness's signature:

Name:

Address:

APPENDIX 1

PROVISIONAL INITIAL PORTFOLIO

This is set out in Part 1 (on accompanying CD-ROM) of the Exhibit to a Mortgage Sale Agreement dated 28 November 2006 made between Alliance & Leicester plc (1) Fosse Funding (No. 1) Limited (2) Fosse Trustee Limited (3) and Law Debenture Trust Company of New York and as may be further amended, restated, varied, supplemented and/or novated from time to time.

ALLIANCE & LEICESTER PLC

FOSSE FUNDING (NO. 1) LIMITED

FOSSE TRUSTEE LIMITED

LAW DEBENTURE TRUST COMPANY OF NEW YORK

STANDARD DOCUMENTATION

This is Part 2 of the Exhibit to a Mortgage Sale Agreement dated 28 November 2006 (as amended and restated on 1 August 2007, 20 December 2007, 11 March 2010, 3 June 2010, 6 December 2011, 27 April 2012, 19 August 2013 and [●] October 2014) made between Alliance & Leicester plc (1) Fosse Funding (No. 1) Limited (2) Fosse Trustee Limited (3) and Law Debenture Trust Company of New York (4) and to which the Santander UK became party in place of Alliance & Leicester plc on 28 May 2010 by virtue of a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 and as may be further amended, restated, varied, supplemented and/or novated from time to time.

ENGLISH DOCUMENTS

1. Alliance & Leicester Building Society Mortgage Conditions 1993 (England and Wales).
2. Alliance & Leicester Mortgage Conditions 1997 (England and Wales).
3. Alliance & Leicester Mortgage Conditions 1998 (England and Wales) (Version 1).
4. Alliance & Leicester Mortgage Conditions 2002 (England and Wales).
5. Alliance & Leicester Mortgage Conditions 2004 (England and Wales).
6. Sample Offers
 - (a) Sample offer 09851297825 dated 19 April 2006;
 - (b) Sample offer 098511942051 dated 19 April 2006;
 - (c) Sample offer 09851595927 dated 19 April 2006;
 - (d) Sample offer dated 22 October 1996;
 - (e) Sample offer dated 7 June 1995;
 - (f) Sample offer dated 14 June 1995.
7. Deed of Substitution (England and Wales) (1500562 (9/04) E/W).
8. Deed of Variation (GE23 1500567 (10/04) E/W).
9. Application Forms
 - (a) Application form (ref 1220007 M06706/CB 07/05);
 - (b) Application form (ref 1220007 M06358/ST 10/04);
 - (c) Application form (ref 1220007 M06888/IT 08/05);
 - (d) Application form (ref 1220007 M162244/re S (09/03));
 - (e) Mortgage application form (4906-1 (11/95) JPM);
 - (f) Application form (1220007 M06358/ST 10/04).

10. Deed of Consent Postponement and Charge (New Loans) (1500502 (10/02)).
11. Deed of Consent Postponement and Charge (Further Loans) (1500503 (10/02)).
12. Deed of Consent, Postponement and Charge (New Loans) (1500109 (4/01)).
13. Deed of Consent, Postponement and Charge (New Loans) (1500109 (6/00)).
14. Deed of Consent, Postponement and Charge (Further Loans) (1500108 (6/00)).
15. Deed of Postponement (England and Wales) (1500561 (9/04) E/W).
16. Deed of Postponement (Sample 0975306801104).
17. Deed of Postponement (England and Wales) (1500561 (9/04) E/W).
18. Deed of Postponement (G393 (6/00) [1500156]).
19. Mortgage Deed (1500558 (9/04) E/W).
20. Mortgage Deed (Instalment Mortgages) (1500563 (9/04) E/W).
21. Mortgage Deed to Secure a Deposit Loan (1500511 (10/02) E/W).
22. Mortgage Deed (Instalment Mortgages) (10/02) E/W.
23. Mortgage Deed (Instalment Mortgages) (1500563 (9/04) E/W).
24. Mortgage Deed (1500558 (9/04) E/W).
25. Mortgage Deed (G382 (9/97) [1050072]).
26. Mortgage Deed (G24 (2/94) [1220004]).
27. Mortgage Deed (1500499 (10/02) E/W).
28. Mortgage Deed (Instalment Mortgages) (1500509 (10/02) E/W).
29. Guidelines for Solicitors/Licence Conveyancers (G3508 (6/02) [1220142]).
30. HMLR Code: CLTAL Mortgage Deed (G401 (4/01) [1500205]).
31. HMLR Code: CLTAL; CHOB L Mortgage Deed (Instalment Mortgages) (1500104 (6/02)).
32. HMLR Code; CLTAL Mortgage Deed (G401 (4/01) [1500205]).
33. Certificate of Title (sample dated 20 June 2001).
34. Certificate of Title (sample reference 098 510490 20).
35. Certificate of Title (sample reference 098 122422 66).
36. Guidelines for Solicitors/Licence Conveyancers (G3508 (6/02) [1220142]).
37. Valuations

- (a) Sample valuation reference 12720542;
 - (b) Sample valuation reference 12713872;
 - (c) Sample valuation reference 3430987.
38. Report on Title (re 2004 (2/94) [1070004]).
39. Sample Additional Special Conditions
- (a) Fixed Rate Mortgage (fixed until 30/04/2006);
 - (b) 2.20/1.00% Stepped Discount Flexible Base Rate Tracker Mortgage;
 - (c) Fixed Rate Mortgage (fixed until 31/12/2006);
 - (d) Base Rate Tracker Mortgage 1997;
 - (e) Existing Borrower ten year Base Rate Tracker Mortgage;
 - (f) Three year Discount Mortgage;
 - (g) 3.00 - 2.00 - 1.00 – 0.50 Stepped Discount Mortgage;
 - (h) Five year Discount Mortgage;
 - (i) Flexible Fixed Rate Mortgage (fixed until 31/12/2003);
 - (j) On-Line Exclusive Flexible Fixed Rate Mortgage (fixed until 29/02/2004);
 - (k) Flexible Fixed Rate Mortgage (fixed until 30/09/2003);
 - (l) Flexible Base Rate Tracker Mortgage;
 - (m) Premiere 2.10/1.00% Stepped Discount Flexible Base Rate Tracker Mortgage;
 - (n) Existing Borrower ten year Base Rate Tracker Mortgage;
 - (o) 2.10/1.00% Stepped Discount Flexible Base Rate Tracker Mortgage;
 - (p) One year Discounted Flexible Base Rate Tracker Mortgage;
 - (q) Variable Rate 5% Cash-back Mortgage.
40. Consumer Credit Act Agreements
- (a) B/- 2002 – RACA 1;
 - (b) B/- 2004 – RACA 2;
 - (c) B7 – 1998 – 2 years FTB BRT flexible RACA 9.99 (E/W);
 - (d) B7a – 1998 – 3 year discount flexible RACA 9.99 (E/W);
 - (e) Alliance & Leicester Regulated Mortgage Conditions 1997 (England and Wales);

- (f) Alliance & Leicester Regulated Mortgage Conditions 2002 (England and Wales);
 - (g) Sample of Credit Agreement (CCA 101 (3/98) E/W);
 - (h) Sample of Credit Agreement regulated by the Consumer Credit Act 1974 (CCA 102 (3/98) E/W);
 - (i) Credit Agreement regulated by the Consumer Credit Act 1974 (CCA R2 (3/98) E/W);
 - (j) Sample Credit Agreement (CCA R1 (3/98) E/W).
41. Abbey Standard Mortgage Terms and Conditions January 2010 edition.
 42. Abbey Flexible Plus Mortgage Terms and Conditions January 2010 edition.
 43. Santander UK Standard Mortgage Terms and Conditions January 2012 edition.
 44. Santander UK Flexible Offset Mortgage Terms and Conditions January 2012 edition.
 45. Santander Standard Mortgage Terms and Conditions April 2014 edition (MORT 0154 APR 14).
 46. Santander Flexible Offset Mortgage Terms and Conditions April 2014 edition (MORT 0201 APR 14).

SCOTTISH DOCUMENTS

1. Alliance & Leicester Mortgage Conditions 2004 (Scotland).
2. Alliance & Leicester Mortgage Conditions 2002 (Scotland).
3. Alliance & Leicester Mortgage Conditions 1998 (Scotland).
4. Alliance & Leicester Mortgage Conditions 1997 (Scotland).
5. Alliance & Leicester Building Society Mortgage Conditions 1993 (Scotland).
6. Standard Securities:
 - (a) Standard Security (ref. no. 1500560 (9/04) Sco);
 - (b) Standard Security (ref. no. 1500516 (10/02) Sco);
 - (c) Standard Security (ref. no. S24(4/97));
 - (d) Standard Security (ref. no. S24(8/93)).
7. Form of Mortgage Offer – Flexible 5 year Discount – Account Number 098 515959 27.
8. Form of Mortgage Offer – 2 year fixed rate – Account Number 098 512978 25.
9. Form of Mortgage Offer – 2 year fixed rate – Account Number 098 519420 51.
10. Sample Offer of Advance – Discount mortgage with attached additional special conditions – Account Number 097268992 38 01.

11. Sample Offer of Advance – Fixed rate with attached special conditions – Account Number 097 273864 62 01.
12. Additional Special Conditions:
 - (a) Flexible Base Rate Tracker Mortgage (ref. Flexible BRT mortgage (FTB & ENTB) (E/W, Scot & NI) (06.02);
 - (b) Premier 2.10/1.00% Stepped Discount Flexible Base Rate Tracker Mortgage (ref. Premier 2.10/1.00% stepped disc flexible BRT mortgage (FTBs) (E/W, Scot & NI) (12.01));
 - (c) 2.10/1.00% Stepped Discount Flexible Base Rate Tracker Mortgage – Terms and Conditions (ref. 2.10/1.00% stepped discount flexible base rate tracker mortgage (12.01));
 - (d) Flexible Fixed Rate Mortgage (fixed until 30.09.03) – Terms and Conditions (ref. 06.01);
 - (e) Flexible Fixed Rate Mortgage (fixed until 30.12.03) (ref. 09.01));
 - (f) On-line Exclusive Flexible Fixed Rate Mortgage (fixed until 29.02.2004) (ref. On-line exclusive flexible fixed rate mortgage (fixed until 29.02.2004) (ENTB-NNTB – Remortgagors) (11.01));
 - (g) 2.20/100% Stepped Discount Flexible Base Rate Tracker Mortgage (ref. 2.20/1.00% stepped disc flexible BRT mortgage (FTB)(E/W, Scot & NI) (10.01));
 - (h) One Year Discounted Flexible Base Rate Tracker Mortgage (ref. One year disc flexible – BRT (remortgage) (02.01));
 - (i) Base Rate Tracker Mortgage (ref. 10 year BRT mortgage (NNTB) (E & W, Scot & NI) (08.02));
 - (j) Base Rate Tracker Mortgage (ref. PMS 5 year BRT mortgage (E & W, Scot and NI) (FTB-ENTB-NNTB) (09.02));
 - (k) Existing Borrower Ten Year Base Rate Tracker Mortgage – Terms and Conditions – (ref. existing borrower 10 year base rate tracker mortgage (05.02);
 - (l) Fixed Rate Mortgage (Fixed until 30.04.2006) (ref. 5 year fixed (ENTB with premier account (04.01));
 - (m) Fixed Rate Mortgage (fixed until 31.12.2006) (ref. fixed rate (fixed until 31.12.06) (FTB) (09.01));
 - (n) “3.00-2.00-1.00-0.50” Stepped Discount Mortgage (ref. 3.00 – 2.00 – 1.00 – 0.50 (FTB) (England & Wales & Scotland) (10.01));
 - (o) Three Year Discount Mortgage (ref. 3 year discount mortgage (FTB – NNTB – Remortgage) (03.02)).
13. Mortgage Application Forms:
 - (a) Mortgages Application Form – 2004;
 - (b) Mortgages Application Form – 2002;

- (c) Mortgages Application Form – 1998 & 1997;
- (d) Mortgages Application Form – 1993 (including Personal Details and Property Details).
- 14. Deed of Variation (Release) (ref. 1500568 (10/04) Sco).
- 15. Deed of Variation (Adding New Borrower) (ref. 1500569 (10/04) Sco).
- 16. Deed of Consent, Postponement and Charge (New Loans) (Scotland) (ref. 1500506 (10/02) Sco).
- 17. Deed of Consent, Postponement and Charge (Further Loans) (Scotland) (ref. 1500507 (10/02) Sco).
- 18. Deed of Postponement (Scotland) – 2004.
- 19. Deed of Postponement (Further Loans) –Scotland – 2002 (ref.1500517 (10/02)).
- 20. Deed of Postponement (Further Loans) – Scotland - 1997 (ref.S3479 (6/00) [1500036]).
- 21. Form of Certificate of Title – Scotland – 2004 – Account number 098 510491 14.
- 22. Sample Certificate of Title – Scotland – 2002 – Account number 098 216570 26.
- 23. Sample Certificate of Title – Scotland – 1998 and 1997 – Account number 097 925393 70 / 3895785.
- 24. Sample Report on Title – Scotland – 1993.
- 25. CML Lenders’ Handbook for Scotland including part 2 by A&L – last updated 03 March 2006.
- 26. A&L’s Guidance for Solicitors (ref.S3508 (6/02) [2410016]).
- 27. Alliance & Leicester Regulated Mortgage Conditions 1997 (Scotland).
- 28. Alliance & Leicester Regulated Mortgage Conditions 2002 (Scotland).
- 29. Santander UK Standard Mortgage Terms and Conditions January 2010 edition.
- 30. Santander UK Flexible Plus Mortgage Terms and Conditions January 2010 edition.
- 31. Santander UK Standard Security for Standard Mortgage (ref. no. MORT 0149 JAN10 TDD).
- 32. Santander UK Standard Security for Flexible Plus Mortgage (ref. no. MORT 0204 JAN10 TDD).
- 33. Santander UK Flexible Offset Mortgage Terms and Conditions, May 2010 Edition (ref. MORT 0201 MAY10 T).
- 34. Santander UK Standard Security for Flexible Offset Mortgage (ref. MORT 0204 MAY10 T).
- 35. Santander UK Standard Mortgage Terms and Conditions January 2012 edition.
- 36. Santander UK Flexible Offset Mortgage Terms and Conditions January 2012 edition.
- 37. Santander UK Standard Security for Standard Mortgage (ref no. MORT 0149 JAN12 H).
- 38. Santander UK Standard Security for Flexible Offset Mortgage (ref no. MORT 0204 JAN12 H).

39. Standard Security for Standard Mortgage (Scotland) (MORT 0149 APR 14 HT)
40. Standard Security for Flexible Offset Mortgage (Scotland) (MORT 0204 APR 14 HT)

NORTHERN IRISH DOCUMENTS

1. Alliance & Leicester Mortgage Conditions 2004 (Northern Ireland).
2. Alliance & Leicester Mortgage Conditions 2002 (Northern Ireland).
3. Alliance & Leicester Mortgage Conditions 1998 (Northern Ireland) (Version 1).
4. Alliance & Leicester Mortgage Conditions 1997 (Northern Ireland).
5. Alliance & Leicester Building Society Mortgage Conditions 1993 (Northern Ireland).
6. Alliance & Leicester precedent Mortgage Deed (2004 version).
7. Alliance & Leicester precedent Deed of Variation (Northern Ireland).
8. Alliance & Leicester precedent Deed of Substitution (Northern Ireland).
9. Alliance & Leicester precedent Deed of Postponement (Northern Ireland).
10. Alliance & Leicester precedent Deed of Consent Postponement and Charge (New Loans).
11. Alliance & Leicester precedent Deed of Consent Postponement & Charge (Further Loans).
12. Sample file for mortgage account number 097-615242-51.
13. Sample file for mortgage account number 098-124944-79.
14. Sample file for mortgage account number 098-504791-68.
15. Sample Northern Ireland Offers of Advance from Alliance & Leicester dated 14th June 1995 and 22nd October 1996.
16. Sample Alliance & Leicester Loan Agreement (Northern Ireland).
17. Sample Alliance & Leicester Mortgage Deeds (Northern Ireland) 1993, 1997, 2002 and 2004 versions.
18. Sample Alliance & Leicester Building Society valuation for mortgage advance (Northern Ireland).
19. Sample Alliance & Leicester Reports on Title (Northern Ireland).
20. Sample Alliance & Leicester Deed of Postponement (Northern Ireland) 1997, 2002 and 2004 versions.
21. Sample Alliance & Leicester Deed of Consent Postponement and Charge (Further Loans) documents.
22. Sample Alliance & Leicester Deed of Consent Postponement and Charge (New Loans) 2000 and 2002 documents.

23. Alliance & Leicester - One Year Discounted Flexible Base Rate Tracker Mortgage – Additional special Conditions.
24. Alliance & Leicester - Stepped Discount Flexible Base Rate Tracker Mortgage – Additional Special Conditions.
25. Alliance & Leicester - Flexible Fixed Rate Mortgage (fixed until 30/09/03) - Terms and Conditions.
26. Flexible Fixed Rate Mortgage (fixed unit 31/12/03) – Additional Special Conditions.
27. Alliance & Leicester - On-Line Exclusive Flexible Fixed Rate Mortgage (fixed until 29/02/2004) – Additional Special Conditions.
28. Alliance & Leicester - 2.10/1.00% Stepped Discount Flexible Base Rate Tracker Mortgage – Terms and Conditions.
29. Alliance & Leicester - 3.00-2.00-1.00-0.50 Stepped Discount Mortgage – Additional Special conditions.
30. Alliance & Leicester - Five Year Discount Mortgage – Terms and Conditions.
31. Alliance & Leicester - Three Year Discount Mortgage – Additional Special Conditions.
32. Alliance & Leicester - Fixed Rate Mortgage (fixed until 31/12/2006) – Additional Special Conditions.
33. Alliance & Leicester - Fixed Rate Mortgage (fixed until 30/04/2006) – Additional Special Conditions.
34. Alliance & Leicester - Base Rate Tracker Mortgage – Additional Special Conditions.
35. Alliance & Leicester - Existing Borrower Ten Year Base Rate Tracker Mortgage – Terms and Conditions.
36. Alliance & Leicester - Flexible Base Rate Tracker Mortgage – Additional Special Conditions.
37. Alliance & Leicester Regulated Mortgage Conditions 1997 (Northern Ireland).
38. Alliance & Leicester Regulated Mortgage Conditions 2002 (Northern Ireland).
39. Abbey Standard Mortgage Terms and Conditions January 2010 edition.
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FOSSE FUNDING (NO. 1) LIMITED
FOSSE TRUSTEE LIMITED
LAW DEBENTURE TRUST COMPANY OF NEW YORK