

COVERED BOND SWAP CONFIRMATION

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

To: Abbey Covered Bonds LLP (**Party B**)
2 Triton Square
Regent's Place
London
NW1 3AN

Attention: Medium Term Funding and Treasury Legal

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

Attention: Managing Director (ABS/MBS Group)

15 January 2020

Dear Sirs,

Confirmation – Covered Bond Currency Swap**EUR 1,250,000,000 Fixed Rate Covered Bonds due 12 January 2027 (Series 74)**

This letter constitutes a **Confirmation** as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 15 January 2020 entered into between us, you and the Security Trustee as amended and supplemented from time to time (the **Agreement**). The purpose of this Confirmation is to confirm the terms and conditions of the Swap Transaction entered into between us on the Trade Date specified below.

The definitions and provisions contained in the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the **Definitions**) are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions and Construction Agreement; and (iii) the Definitions. The following expressions shall, for the purpose of this Confirmation, have the following meanings:

The term **Transaction** as used herein shall, for the purposes of the Definitions, have the same meaning as **Swap Transaction**.

The **Covered Bonds** means the EUR 1,250,000,000 Fixed Rate Covered Bonds due 12 January 2027 issued on the Effective Date hereof.

1. This Confirmation supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Party A:	Santander UK plc
Party B:	Abbey Covered Bonds LLP
Trade Date:	8 January 2020
Effective Date:	15 January 2020
Termination Date:	12 January 2027 (the Final Maturity Date), subject to adjustment in accordance with the Additional Provisions, but in no case shall the Termination Date be later than 12 January 2028 (the Extended Due for Payment Date), subject to adjustment in accordance with the Business Day Convention.
Covered Bond Swap Rate:	GBP 0.8484 per EUR 1.00
Business Days:	London, TARGET 2
Business Day Convention:	Following (save where expressly specified otherwise)
Calculation Agent:	As per Part 4(e) of the schedule to the Agreement.

Party A Fixed Amounts:

Party A Fixed Amount Currency Amount:	EUR 1,250,000,000
Party A Fixed Amount Payment Dates:	12 January in each year from, and including, 12 January 2021 to, and including, the Final Maturity Date, subject to adjustment in accordance with the Following Business Day Convention.
Party A Fixed Amount Period End Dates:	12 January in each year from, and including, 12 January 2021 to, and including, the Final Maturity Date, with No Adjustment.
Party A Fixed Amount Calculation Periods:	Each period from, and including, one Party A Fixed Amount Period End Date to, but excluding, the next Party A Fixed Amount Period End Date, except that (a) the initial Party A Fixed Amount Calculation Period will commence on, and include, the Effective Date and end on but exclude 12 January 2021 and (b) the final Party A Fixed Amount Calculation Period shall end on, but exclude, the Final Maturity Date.
Fixed Rate:	0.05 per cent. per annum.
Fixed Rate Day Count Fraction:	In respect of the calculation of a Party A Fixed Amount, a fraction equal to “number of days accrued/number of days in year”, as such terms are used in Rule 251 of the statutes, by-

laws, rules and recommendations of the International Capital Market Association (the “**ICMA Rule Book**”) calculated in accordance with Rule 251 of the ICMA Rule Book, as applied to non US Dollar denominated straight and convertible bonds issued after December 31, 1998, as though the interest coupon on a bond were being calculated for a coupon period corresponding to the Party A Fixed Amount Calculation Period in respect of which payment is being made.

Party A Floating Amounts:

Party A Floating Amount Currency Amount:

In respect of each Party A Floating Amount Calculation Period, the Principal Amount Outstanding of the Covered Bonds on the first day of such Party A Floating Amount Calculation Period (after taking into account any redemption of the Covered Bonds on such day).

Party A Floating Amount Payment Date: Provided that no Redemption Notice (as defined below) has been given confirming that the Covered Bonds are redeemable in full on a Final Exchange Date on or before the Extension Determination Date (as defined below), the 12th day of each calendar month from, but excluding, the Final Maturity Date to, and including, the Termination Date, subject to adjustment in accordance with the Business Day Convention

Party A Floating Amount Calculation Period:

Each period (if any) from, and including, each Party A Floating Amount Payment Date to, but excluding, the next Party A Floating Amount Payment Date during the Term of the Swap Transaction, except that (a) the initial Party A Floating Amount Calculation Period will commence on, and include, the Final Maturity Date and end on, but exclude, the first Party A Floating Amount Payment Date and (b) the final Party A Floating Amount Calculation Period shall end on, but exclude, the Termination Date.

Party A Floating Rate Option:

EUR-EURIBOR-Reuters

Designated Maturity:

1 month

Party A Spread:

0.17 per cent.

Party A Floating Rate Day Count Fraction:

Actual/Actual (ICMA) (not adjusted)

Party A Reset Dates:

The first day of each Party A Floating Amount Calculation Period.

Party B Floating Amounts:

Party B Currency Amount:

In respect of each Party B Calculation Period, the Sterling equivalent of the Party A Fixed Amount Currency Amount or a Party A Floating Amount Currency Amount (as the case

may be) on the first day of such Party B Calculation Period converted by reference to the Covered Bond Swap Rate.

Party B Payment Dates:

- (i) 12 April, 12 July, 12 October and 12 January in each year, from and including 12 April 2020 to, and including, the Final Maturity Date, subject to adjustment in accordance with the Business Day Convention; and
- (ii) the 12th day of each calendar month from, but excluding, the Final Maturity Date to, and including, the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Party B Calculation Periods:

Each period from, and including, one Party B Payment Date to, but excluding, the next Party B Payment Date during the Term of the Swap Transaction, except that (a) the initial Party B Calculation Period will commence on, and include, the Effective Date and end on, but exclude, the first Party B Payment Date and (b) the final Party B Calculation Period shall end on, but exclude, the Termination Date.

Party B Floating Rate Option:

GBP-ABBEY-SONIA-COMPOUND

GBP-ABBEY-SONIA-COMPOUND

Means that the rate for a Reset Date calculated in accordance with the formula set forth below in this subparagraph will be the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent in respect of each Party B Calculation Period, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

d is the number of calendar days in the relevant Party B Calculation Period;

d_o for any Party B Calculation Period, is the number of London banking days in the relevant Party B Calculation Period;

i is a series of whole numbers from one to d_o , each representing the relevant London banking day in chronological order from, and including, the first London banking day in the relevant Party B Calculation Period;

London banking day or **LBD** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

n_i , for any day i , means the number of calendar days from and including such day i up to but excluding the following London banking day;

observation period means, in respect of a Party B Calculation Period, the period from and including the date falling p London banking days prior to the first day of the relevant Party B Calculation Period and ending on, but excluding, the date falling p London banking days prior to the Party B Payment Date for such Party B Calculation Period (or the date falling p London banking days prior to such earlier date, if any, on which the Covered Bonds become due and payable);

p means for any Party B Calculation Period, five London banking days or such other period as otherwise agreed between Party A and Party B;

SONIA reference rate, in respect of any London banking day, is a reference rate equal to the daily Sterling Overnight Index Average (SONIA) rate for such London banking day as provided by the administrator of SONIA to authorised distributors and as then published on the relevant screen page or, if the relevant screen page is unavailable, as otherwise published by such authorised distributors (on the London banking day immediately following such London banking day); and

SONIA_{i-pLBD} means, in respect of any London banking day falling in the relevant Party B Calculation Period, the SONIA reference rate for the London banking day falling p London banking days prior to the relevant London banking day i .

If, in respect of any London banking day in the observation period in respect of the relevant Party B Calculation Period, the Calculation Agent determines that the SONIA reference rate is not available on the relevant screen page or has not otherwise been published by the relevant authorised distributors, such SONIA reference rate shall be: (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at close of business on the relevant London banking day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous p London banking days on which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

Notwithstanding the paragraph above, in the event (a) the Bank of England publishes guidance as to (i) how the SONIA reference rate is to be determined; or (ii) any rate that is to replace the SONIA reference rate, and/or (b) the SONIA reference rate cannot be determined in accordance with the foregoing provisions, the Calculation Agent shall adopt the same methodology to determine the SONIA reference rate in

respect of the relevant Party B Calculation Period, as is used to determine the SONIA reference rate for the purposes of the relevant Term Advance in respect of such Party B Calculation Period (in the case of (a) above, for so long as the SONIA reference rate is not available or has not been published by the authorised distributors).

Party B Spread: 0.669 per cent. per annum.

Party B Floating Rate Day
Count Fraction: Actual/365 (Fixed)

Party B Reset Dates: In respect of each Party B Calculation Period, the *p* London banking day prior to the Party B Payment Date immediately following the last day of such Party B Calculation Period.

Initial Exchange:

Initial Exchange Date: Effective Date

Party A Initial Exchange Amount 1: GBP 1,060,500,000

Party A Initial Exchange Amount 2: EUR 8,175,000

Party B Initial Exchange Amount: EUR 1,250,000,000

Final Exchanges:

Final Exchange Date: (i) The Final Maturity Date in respect of the Covered Bonds, (ii) each Business Day during the period (if any) commencing on, but excluding, the Final Maturity Date to, and including, the Extension Determination Date (if any and as defined below), (iii) the 12th day of each calendar month from, but excluding, the Extension Determination Date (if any and as defined below) to, but excluding, the Extended Due for Payment Date (if any), subject to adjustment in accordance with the Following Business Day Convention and (iv) the Extended Due for Payment Date (if any), provided that, if at any time a Redemption Notice (as defined below) is given confirming that the Covered Bonds then outstanding are redeemable in full on a Final Exchange Date, that Final Exchange Date will be the last Final Exchange Date.

Extension Determination Date means the date that is seven calendar days plus two Business Days from, and including, the Final Maturity Date.

Party A Final
Exchange Amounts:

In respect of each Final Exchange Date, the Euro equivalent of the relevant Party B Final Exchange Amount converted by reference to the Covered Bond Swap Rate.

Party B Final
Exchange Amounts:

In respect of each Final Exchange Date, the relevant Redemption Notice Amount (as defined below), if any.

3. Additional Payment

Notwithstanding Section 2(a)(iii)(2) (but without prejudice to Section 2(a)(iii)(1)) and Section 6(c) of the Agreement, in the event that an Early Termination Date occurs in respect of the Transaction evidenced by this Confirmation as a result of an Additional Termination Event pursuant to Part 1(h)(i) or Part 1(h)(iii) or Part 1(h)(iv) of the Schedule to the Agreement, then on that Early Termination Date:

- (i) Party A will pay to Party B an amount in Euro equal to the Principal Amount Outstanding of the Covered Bonds to be redeemed in whole or in part pursuant to Conditions 6.2 (*Redemption for taxation reasons*) or 6.6 (*Redemption due to illegality or invalidity*) or to be purchased and surrendered in whole or in part pursuant to Condition 6.10 (*Purchases*) of the Terms and Conditions (the "**Party A Early Redemption Amount**"); and
- (ii) Party B will pay to Party A an amount in Sterling equal to the Party A Early Redemption Amount, converted by reference to the Covered Bond Swap Rate.

To the extent that, in respect of any payments described in (i) and (ii) above, Party B makes only a partial payment (or fails to make a full payment) of the amount due to Party A under (ii) above, then Party A shall reduce its corresponding payment to Party B under (i) above by the same percentage reduction, and shall have no other obligation to Party B in respect of such payment. For the avoidance of doubt, an amount calculated pursuant to Section 6(e) of the Agreement will also be due between the parties as a result of such Early Termination Date but such amount shall be calculated after taking into account the payments described in (i) and (ii) above. In the event that Party B intends to make only a partial payment (or to fail to make a full payment) of any amount due to Party A, Party B shall provide Party A with at least two London Business Days' notice of such intention.

4. Additional Provisions

Party B, or the Cash Manager acting on Party B's behalf, shall notify Party A of the amount of principal payments to be made on the Covered Bonds on each Final Exchange Date (for purposes of calculating payment of any Final Exchange Amounts). Such notification may be made in respect of a Final Exchange Date by receipt by Party A of written confirmation from Party B, or the Cash Manager acting on Party B's behalf, of an irrevocable payment instruction to a bank from Party B to make a payment to Party A in an amount equal to an amount in Sterling corresponding to the Covered Bonds to be redeemed on such Final Exchange Date converted by Party B by reference to the Covered Bond Swap Rate on or prior to 5:00 p.m., London time, two London Business Days prior to such Final Exchange Date (a "**Redemption Notice**", and the Sterling Amount specified in the written confirmation delivered to Party A, the "**Redemption Notice Amount**").

If Party A does not receive a Redemption Notice with respect to any Final Exchange Date, then the parties will not be required to pay any Final Exchange Amounts on such Final Exchange Date. In addition, if Party A does not receive a Redemption Notice confirming that the Covered Bonds are redeemable in full on the Final Maturity Date (and the Covered Bonds are not redeemed in full on or prior to the Extension Determination Date): (i) the Termination Date for this Transaction shall be deemed to be the Final Exchange Date in respect of which a Redemption Notice is given and, taking into account such Redemption Notice and each other Redemption Notice, the sum of all Redemption Notice Amounts equals the Party A Initial Exchange Amount 1; (ii) for the avoidance of doubt, Party A's obligation to pay the Party A Fixed Amounts shall cease as from the Final Maturity Date and Party A shall from (but excluding) such date be obliged to pay the Party A Floating Amounts to Party B, and Party B shall be obliged to continue to pay the Party B Floating Amounts; and (iii) the final Party A Calculation Period and the final Party B Calculation Period shall end on, but exclude, the Termination Date. Without prejudice to the generality of the above provisions, Party B, or the Cash Manager acting on Party B's behalf, shall notify Party A at least two London Business Days prior to the Final Maturity Date whether or not the Covered Bonds will be redeemed (in whole or in

part) on the Final Maturity Date and, if they will not be, whether or not the Covered Bonds will be redeemed (in whole or in part) on or prior to the Extension Determination Date.

If on the Extended Due for Payment Date the Principal Amount Outstanding of the Covered Bonds has not been reduced to zero (whether by redemption or cancellation) then on the Extended Due for Payment Date:

- (i) Party B will pay to Party A an amount in Sterling equal to the amount to be applied on the Extended Due for Payment Date toward redemption of the Covered Bonds converted at the Covered Bond Swap Rate; and
- (ii) Party A will pay the Euro equivalent of the amount received from Party B, converted at the Covered Bond Swap Rate.

For purposes of calculating any amount due under Section 6(e) of the Agreement in respect of a Termination Event that occurs during the period from, but excluding, the Final Maturity Date to, and including, the Extension Determination Date, the Termination Date shall be deemed to be the Final Maturity Date, unless Party B or the Cash Manager has determined as of that date that Party B has insufficient funds to pay the Guaranteed Amounts, in which case the Termination Date shall be deemed to be the Extended Due for Payment Date (subject as provided above).

Party B agrees as soon as reasonably practicable after a Redemption Notice has been given to advise Party A by telephone (or email if provided in the notice details below) of the fact of such Redemption Notice; provided, however, that the failure by Party B, or the Cash Manager acting on Party B's behalf, to do so shall not affect the validity of any Redemption Notice under the Transaction evidenced by this Confirmation.

5. Account Details

Payments to Party A in Sterling:	To be advised.
Payments to Party A in Euro:	To be advised.
Payments to Party B in Sterling:	To be advised.
Payments to Party B in Euro:	To be advised.

6. Notice Details

Party A:

Address: 2 Triton Square
Regent's Place
London
NW1 3AN

Attention: Medium Term Funding and Treasury Legal

Telephone: +44 (0) 20 7756 7100

Email: MTF@santander.co.uk; treasurylegal@santander.co.uk

Party B:

Address: 2 Triton Square
Regent's Place

London
NW1 3AN

Attention: Medium Term Funding and Treasury Legal

Telephone: +44 (0) 20 7756 7100

Email: MTF@santander.co.uk; treasurylegal@santander.co.uk

With a copy to the Security Trustee:

Address: Winchester House
1 Great Winchester Street
London
EC2N 2DB

Attention: Managing Director (ABS/MBS Group)

Please confirm that the foregoing correctly sets forth the terms of our agreement by signing a copy of this Confirmation and returning it to us by email on the email listed below:

Address: Santander UK plc
2 Triton Square
Regent's Place
London
NW1 3AN

Attention: Medium Term Funding and Treasury Legal

Telephone: +44 (0) 20 7756 7100

Email: MTF@santander.co.uk; treasurylegal@santander.co.uk

Yours faithfully,

Santander UK plc

By:

Name

Title:

Confirmed and accepted as of the date first written:

Abbey Covered Bonds LLP

By:

Name

Title

Deutsche Trustee Company Limited

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Yours faithfully,

Santander UK plc

By: _____

Name: _____

Title: _____

Confirmed and accepted as of the date first written:

Abbey Covered Bonds LLP

By: _____

Name: _____

Title: _____

Deutsche Trustee Company Limited

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____