

**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: [REDACTED]

To: Deutsche Trustee Company Limited (the **Security Trustee**)  
21 Moorfields  
London  
EC2Y 9DB

Attention: [REDACTED]

9 December 2024

Dear recipients,

**Confirmation – Covered Bond Currency Swap****USD 1,000,000,000 Fixed Rate Reg S/Rule 144A Covered Bonds due 12 December 2027 (Series 90)**

This letter constitutes a **Confirmation** as referred to in the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of 9 December 2024 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 2006 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 USD 1,000,000,000 Fixed Rate Reg S/Rule 144A Covered Bonds due 12 December 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:	2 December 2024
Effective Date:	9 December 2024
Termination Date:	12 December 2027 (the <b>Final Maturity Date</b> ), subject to adjustment in accordance with the Additional Provisions, but in no case shall the Termination Date be later than 12 December 2028 (the <b>Extended Due for Payment Date</b> ), subject to adjustment in accordance with the Following Business Day Convention.
Covered Bond Swap Rate:	GBP 0.791577614 per USD 1.00
Business Days:	London, New York
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:	USD 1,000,000,000
Party A Fixed Amount Payment Dates:	12 June and 12 December in each year from, and including, 12 June 2025 to, and including, the Final Maturity Date, subject to adjustment in accordance with the Business Day Convention.
Party A Fixed Amount Period End Dates:	12 June and 12 December in each year from , and including, 12 June 2025 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 June 2025 and (b) the final Party A Fixed Amount Calculation Period shall end on, but exclude, the Final Maturity Date.
Fixed Rate:	4.496 per cent. per annum.
Fixed Rate Day Count Fraction:	30/360.
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 Modified Following 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: Compounded Daily SOFR (Index Determination)

The rate for a Party A Reset Date will be the rate of return of a daily compound interest investment (with the daily Secured Overnight Financing Rate (SOFR) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the relevant Party A Reset Date in respect of the relevant Party A Floating Amount Calculation Period in accordance with the following formula, and the resulting percentage being rounded, if necessary, to the fifth decimal place, with 0.000005% being rounded upwards:

$$\left( \frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \frac{360}{d}$$

Where:

*d* means the number of calendar days from (and including) the day in relation to which SOFR Index<sub>Start</sub> is determined to (but excluding) the day

in relation to which SOFR Index<sub>End</sub> is determined;

**Designated Source** means the SOFR Administrator's Website, provided that if the SOFR Administrator's Website ceases to publish or make available such rate, such other screen page, display page or other information service of a distributor or other information service provider that is authorized by the SOFR Administrator to publish or otherwise make available the SOFR Compounded Index, as selected by the Calculation Agent;

**SOFR Administrator** means the Federal Reserve Bank of New York, or any successor administrator of SOFR;

**SOFR Administrator's Website** means the website of the SOFR Administrator, currently at <http://www.newyorkfed.org>, or any successor website of the SOFR Administrator or the website of any successor SOFR Administrator;

**SOFR Compounded Index** means, with respect to any US Government Securities Business Day, the SOFR Compounded Index value as provided by the SOFR Administrator and published, displayed or made available on the Designated Source at the SOFR Determination Time;

**SOFR Index<sub>Start</sub>** means, with respect to a Party A Floating Amount Calculation Period, the SOFR Compounded Index value for the day which is *p* U.S. Government Securities Business Days prior to the first day of such Party A Floating Amount Calculation Period;

**SOFR Index<sub>End</sub>** means, with respect to a Party A Floating Amount Calculation Period, the SOFR Compounded Index value for the day which is *p* U.S. Government Securities Business Days prior to the relevant Party A Floating Amount Payment Date for such Party A Floating Amount Calculation Period;

***p*** means five U.S. Government Securities Business Days;

**SOFR Determination Time** means, with respect to any U.S. Government Securities Business Day, 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day; and

**U.S. Government Securities Business Day** means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

This Compounded Daily SOFR provision is subject to the fallback provisions set out in Annex I where those provisions apply.

Party A Spread: 0.60 per cent.

Party A Floating Rate Day Count Fraction: Actual/360.

Party A Reset Dates: In respect of each Party A Floating Amount Calculation Period,  $p$  U.S. Government Securities Business Days prior to the Party A Floating Amount Payment Date immediately following the last day of such 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. The 12th day of each calendar month, from and including 12 January 2025 to, and including, the Final Maturity Date, subject to adjustment in accordance with the Modified Following 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:

Compounded Daily SONIA (Index Determination)

Compounded Daily SONIA (Index Determination) means that the rate for a Party B Reset Date will be the rate of return of a daily compound interest investment (with the daily Sterling Overnight Index Average (**SONIA**) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the relevant Party B Reset Date in respect of the relevant Party B Calculation Period in accordance with the following formula, and the resulting percentage will be rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left( \frac{SONIA\ Index_{End}}{SONIA\ Index_{Start}} - 1 \right) \times \frac{365}{d}$$

Where:

*d* means the number of calendar days from (and including) the day in relation to which SONIA Index<sub>Start</sub> is determined to (but excluding) the day in relation to which SONIA Index<sub>End</sub> is determined;

**Designated Source** means the screen page, display page or other information service of a distributor or other information service provider that is authorised by the SONIA Administrator to publish or otherwise make available the SONIA Index (being Bloomberg Screen Page SONCINDEX) or any successor thereto or replacement thereof (and if any such screen page, display page or other information service is temporarily unavailable, as otherwise published by such distributor or other information service provider);

**London Business Day** means any day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

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

**SONIA Administrator** means the Bank of England or any successor administrator of SONIA.

**SONIA Index** means the screen rate or index for compounded daily SONIA rates as provided by the SONIA Administrator and published, displayed or made available on the Designated Source on the relevant Party B Reset Date;

**SONIA Index<sub>Start</sub>** means, with respect to any Party B Calculation Period, the SONIA Index value for the day which is *p* London Business Days prior to the first day of such Party B Calculation Period; and

**SONIA Index<sub>End</sub>** means, with respect to any Party B Calculation Period, the SONIA Index value for the day which is *p* London Business Days prior to the Party B Payment Date on which such Party B Calculation Period ends.

This Compounded Daily SONIA (Index Determination) provision is subject to the SONIA fallback provisions set out in Annex II to this Confirmation where those provisions apply.

Party B Spread:	0.6575 per cent. per annum.
Party B Floating Rate Day Count Fraction:	Actual/365.
Party B Reset Dates:	In respect of each Party B Calculation Period, the day which is <i>p</i> London Business Days 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 791,577,614
Party A Initial Exchange Amount 2:	USD 1,750,000
Party B Initial Exchange Amount:	USD 1,000,000,000
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 Modified 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 U.S. Dollar 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 U.S. Dollars 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 U.S. Dollar 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 U.S. Dollar: To be advised.

Payments to Party B in Sterling: To be advised.

Payments to Party B in U.S. Dollar: To be advised.

6. **Notice Details**

Party A:

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

Attention: [REDACTED]

Email: [REDACTED]

Party B:

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

Attention: [REDACTED]

Email: [REDACTED]

With a copy to the Security Trustee:

Address: 21 Moorfields  
London  
EC2Y 9DB

Attention: [REDACTED]

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: 

Email: 

**ANNEX I**  
**SOFR Fallback Provisions**

*Temporary Non-Publication of SOFR Compounded Index*

Subject to the below, if the SOFR Compounded Index is not published by the SOFR Administrator or an authorised distributor and is not otherwise provided by the SOFR Administrator or an authorised distributor by the SOFR Determination Time, then the level of the SOFR Compounded Index for such date will be determined by the Calculation Agent by reference to the last published level of the SOFR Compounded Index and the SOFR Compounded Index benchmark methodology published by the SOFR Administrator.

*An Index Cessation Effective Date – SOFR Compounded Index*

If an Index Cessation Event – SOFR Compounded Index occurs, the rate for a SOFR Compounded Index Fixing Day occurring on or after the Index Cessation Effective Date – SOFR Compounded Index will be the rate determined by the Calculation Agent by reference to the last published level of the SOFR Compounded Index, the SOFR Compounded Index benchmark methodology published by the SOFR Administrator and SOFR as provided by the SOFR Administrator for each day in respect of which SOFR is required by the Calculation Agent for that determination.

*Temporary Non-Publication of SOFR*

Subject to the below, in respect of any day for which SOFR is required by the Calculation Agent, if on the U.S. Government Securities Business Day immediately following such day, neither the SOFR Administrator nor an authorized distributor of SOFR has provided or published SOFR in respect of that day, SOFR for the purpose of the SOFR Compounded Index benchmark methodology will be the last provided or published SOFR.

*A SOFR Index Cessation Effective Date*

If a SOFR Index Cessation Event occurs, the rate for a SOFR Compounded Index Fixing Day occurring on or after the SOFR Index Cessation Effective Date will be the rate determined by the Calculation Agent by reference to the last published level of the SOFR Compounded Index and the SOFR Compounded Index benchmark methodology published by the SOFR Administrator as if references in that methodology to SOFR for each day in respect of which SOFR is required by the Calculation Agent for that determination were references to the Fed Recommended Rate in respect of the same day for which a rate for SOFR was required.

*Temporary Non-Publication of Fed Recommended Rate*

If there is a Fed Recommended Rate before the end of the first U.S. Government Securities Business Day following the SOFR Index Cessation Effective Date but neither the administrator nor authorized distributors provide or publish the Fed Recommended Rate, then, subject to the below, in respect of any day for which the Fed Recommended Rate is required, references to the Fed Recommended Rate will be deemed to be references to the last provided or published Fed Recommended Rate. However, if there is no last provided or published Fed Recommended Rate, then in respect of any day for which the Fed Recommended Rate is required, references to the Fed Recommended Rate will be deemed to be references to the last provided or published SOFR.

*No Fed Recommended Rate or Fed Recommended Rate Index Cessation Effective Date*

If:

- a) there is no Fed Recommended Rate before the end of the first U.S. Government Securities Business Day following the SOFR Index Cessation Effective Date; or

- b) there is a Fed Recommended Rate and a Fed Recommended Rate Index Cessation Effective Date subsequently occurs,

then the rate for a SOFR Compounded Index Fixing Day occurring on or after the SOFR Index Cessation Effective Date or the Fed Recommended Rate Index Cessation Effective Date (as applicable) will be determined by the Calculation Agent by reference to the last published level of the SOFR Compounded Index and the SOFR Compounded Index benchmark methodology published by the SOFR Administrator as if references in that methodology to SOFR for each day in respect of which SOFR is required by the Calculation Agent for that determination were references to OBFR in respect of the same day for which a rate for SOFR was required.

*Temporary Non-Publication of OBFR*

If neither the Administrator nor authorised distributors provide or publish OBFR, then, subject to the provision below, in respect of any day for which OBFR is required, references to OBFR will be deemed to be references to the last provided or published OBFR as at close of business in New York on that day.

*An OBFR Index Cessation Effective Date*

If there is no Fed Recommended Rate before the end of the first U.S. Government Securities Business Day following the SOFR Index Cessation Effective Date, or there is a Fed Recommended Rate and a Fed Recommended Rate Index Cessation Effective Date subsequently occurs with respect to it; and an OBFR Index Cessation Effective Date also occurs, then the rate for a SOFR Compounded Index Fixing Day occurring on or after the OBFR Index Cessation Effective Date (or, if later, the SOFR Index Cessation Effective Date or Fed Recommended Rate Index Cessation Effective Date, as applicable) will be the rate determined by the Calculation Agent by reference to the last published level of the SOFR Compounded Index and the SOFR Compounded Index benchmark methodology published by the SOFR Administrator, as if references in that methodology to SOFR for each day in respect of which SOFR is required by the Calculation Agent for that determination were references to the prevailing FOMC Target Rate and references to a U.S. Government Securities Business Day for the purposes of any SOFR Compounded Index Fixing Day and any Applicable Business Day shall be read as references to a New York City Business Day.

*Temporary Non-Publication of FOMC Target Rate*

If neither the administrator nor authorised distributors provide or publish the FOMC Target Rate and an FOMC Target Rate Index Cessation Effective Date has not occurred, then in respect of any day for which the FOMC Target Rate is required, references to the FOMC Target Rate will be deemed to be references to the last provided or published FOMC Target Rate.

*Definitions*

For these purposes:

**"Index Cessation Effective Date - SOFR Compounded Index"** means, in respect of the SOFR Compounded Index and an Index Cessation Event - SOFR Compounded Index, the first date on which the SOFR Compounded Index would ordinarily have been provided and is no longer provided;

**"Index Cessation Event - SOFR Compounded Index"** means, in respect of the SOFR Compounded Index:

- a) a public statement or publication of information by or on behalf of the SOFR Administrator announcing that it has ceased or will cease to provide the SOFR Compounded Index permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the SOFR Compounded Index;  
or

- b) a public statement or publication of information by the regulatory supervisor for the SOFR Administrator, the central bank for the currency of the SOFR Compounded Index, an insolvency official with jurisdiction over the SOFR Administrator, a resolution authority with jurisdiction over the SOFR Administrator or a court or an entity with similar insolvency or resolution authority over the SOFR Administrator, which states that the SOFR Administrator has ceased or will cease to provide the SOFR Compounded Index permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the SOFR Compounded Index; and

**"SOFR Compounded Index Fixing Day"** means each Party A Reset Date (or any amended publication day for the SOFR Compounded Index, as specified by the SOFR Administrator in the SOFR Compounded Index benchmark methodology).

**"Fed Recommended Rate"**, **"Index Cessation Effective Date"**, **"SOFR Index Cessation Event"**, **"SOFR Index Cessation Effective Date"**, **"OBFR"** and **"FOMC Target Rate"** and other capitalised terms used but not defined in this Annex have the meanings given to them in the Definitions.

**ANNEX II****SONIA Fallback Provisions***Temporary Non-Publication of SONIA Index*

Subject to the below, if the SONIA Index is not published by the SONIA Administrator or an authorised distributor and is not otherwise provided by the SONIA Administrator or an authorised distributor by the SONIA Compounded Index Fixing Day or such other date on which the SONIA Index is required, then the level of the SONIA Index for such date will be determined by the Calculation Agent by reference to the last published level of the SONIA Index and the SONIA Index benchmark methodology published by the SONIA Administrator.

*An Index Cessation Effective Date – SONIA Compounded Index*

If an Index Cessation Event – SONIA Compounded Index occurs, the rate for a SONIA Compounded Index Fixing Day occurring on or after the Index Cessation Effective Date – SONIA Index will be the rate determined by the Calculation Agent by reference to the last published level of the SONIA Index, the SONIA Index benchmark methodology published by the SONIA Administrator and SONIA as provided by the SONIA Administrator for each day in respect of which SONIA is required by the Calculation Agent for that determination.

*Temporary Non-Publication of SONIA*

Subject to the below, in respect of any day for which SONIA is required by the Calculation Agent, if on the London Business Day immediately following such day, neither the SONIA Administrator nor an authorized distributor of SONIA has provided or published SONIA in respect of that day, SONIA for the purpose of the SONIA Index benchmark methodology will be the last provided or published SONIA.

*A SONIA Index Cessation Effective Date*

If a SONIA Index Cessation Event occurs, the rate for a SONIA Compounded Index Fixing Day occurring on or after the SONIA Index Cessation Effective Date will be the rate determined by the Calculation Agent by reference to the last published level of the SONIA Index and the SONIA Index benchmark methodology published by the SONIA Administrator as if references in that methodology to SONIA for each day in respect of which SONIA is required by the Calculation Agent for that determination were references to the GBP Recommended Rate in respect of the same day for which a rate for SONIA was required.

*Temporary Non-Publication of GBP Recommended Rate*

If there is a GBP Recommended Rate before the end of the first London Business Day following the SONIA Index Cessation Effective Date but neither the administrator nor authorized distributors provide or publish the GBP Recommended Rate, then, subject to the below, in respect of any day for which the GBP Recommended Rate is required, references to the GBP Recommended Rate will be deemed to be references to the last provided or published GBP Recommended Rate. However, if there is no last provided or published GBP Recommended Rate, then in respect of any day for which the GBP Recommended Rate is required, references to the GBP Recommended Rate will be deemed to be references to the last provided or published SONIA.

*No GBP Recommended Rate or GBP Recommended Rate Index Cessation Effective Date*

If:

- a) there is no GBP Recommended Rate before the end of the first London Business Day following the SONIA Index Cessation Effective Date; or
- b) there is a GBP Recommended Rate and a GBP Recommended Rate Index Cessation Effective Date subsequently occurs,

then the rate for a SONIA Compounded Index Fixing Day occurring on or after the SONIA Index Cessation Effective Date or the GBP Recommended Rate Index Cessation Effective Date (as applicable) will be determined by the Calculation Agent by reference to the last published level of the SONIA Index and the SONIA Index benchmark methodology published by the SONIA Administrator as if references in that methodology to SONIA for each day in respect of which SONIA is required by the Calculation Agent for that determination were references to the UK Bank Rate.

#### *UK Bank Rate*

In respect of any day for which the UK Bank Rate is required, references to the UK Bank Rate will be deemed to be references to the last provided or published UK Bank Rate as at close of business in London on that day.

#### *Definitions*

For these purposes:

**"Index Cessation Effective Date - SONIA Compounded Index"** means, in respect of the SONIA Index and an Index Cessation Event - SONIA Compounded Index, the first date on which the SONIA Index would ordinarily have been provided and is no longer provided;

**"Index Cessation Event - SONIA Compounded Index"** means, in respect of the SONIA Index:

- a) a public statement or publication of information by or on behalf of the SONIA Administrator announcing that it has ceased or will cease to provide the SONIA Index permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the SONIA Index; or
- b) a public statement or publication of information by the regulatory supervisor for the SONIA Administrator, the central bank for the currency of the SONIA Index, an insolvency official with jurisdiction over the SONIA Administrator, a resolution authority with jurisdiction over the SONIA Administrator or a court or an entity with similar insolvency or resolution authority over the SONIA Administrator, which states that the SONIA Administrator has ceased or will cease to provide the SONIA Index permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the SONIA Index; and

**"SONIA Compounded Index Fixing Day"** means each Party B Reset Date (or any amended publication day for the SONIA Index, as specified by the SONIA Administrator in the SONIA Index benchmark methodology).

**"GBP Recommended Rate", "GBP Recommended Rate Index Cessation Effective Date", "GBP Recommended Rate Index Cessation Event", "SONIA Index Cessation Effective Date", "SONIA Index Cessation Event" and "UK Bank Rate"** have the meanings given to them in the Definitions.



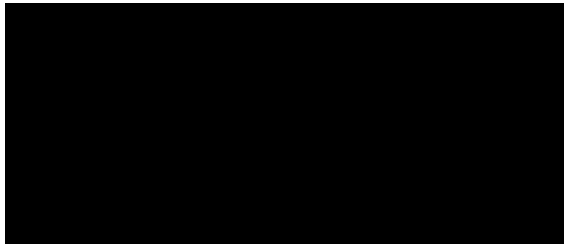
Yours faithfully,

**Santander UK plc**



Confirmed and accepted as of the date first written:

**Abbey Covered Bonds LLP**



**Deutsche Trustee Company Limited**

