

EXECUTION VERSION

Interest Rate Cap Confirmation

18 September 2019

Brass No.8 PLC
c/o Wilmington Trust SP Services (London) Limited
Third Floor
1 King's Arms Yard
London
EC2R 7AF

Dear Sirs

Re: Interest Rate Cap

Our Reference: CAP-4500331

UTI: YBS-BR8-CAP-450331-4500332

The purpose of this document is to set forth the terms and conditions of the Transaction entered into between Yorkshire Building Society (**Party A**) and yourselves, Brass No.8 PLC (**Party B**) on the Trade Date specified below (the **Transaction**). This document constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the **2006 Definitions**), are incorporated into this Confirmation. Capitalised terms that are not otherwise defined herein shall have the meanings given to them in the Master Definitions and Construction Schedule dated on or about the date hereof and made between, *inter alios*, Party A, Party B and Citicorp Trustee Company Limited, as Note Trustee and Security Trustee (the **Master Definitions Schedule**). In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation, (ii) the Master Definitions Schedule, and (iii) the 2006 Definitions, provided that all references to a "Calculation Period" in this Confirmation shall be to a Calculation Period as such term is defined pursuant to Section 4.13 of the 2006 Definitions and the definition of Calculation Period set out in the Master Definitions Schedule shall not apply with respect to this document.

This Confirmation supplements, forms part of, and is subject to, a 1992 ISDA Master Agreement dated as of 18 September 2019 as amended and supplemented from time to time, between yourselves and Yorkshire Building Society, which is identified by a header stating "SCHEDULE – INTEREST RATE TRANSACTIONS" (the **Agreement**). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The parties acknowledge and agree that this Transaction has been entered into in connection with the issuance by the Issuer of USD 316,000,000 Class A1 Notes, GBP 265,000,000 Class A2 Notes and GBP 978,527,000 Class A3 Notes due 16 November 2066 (together, the **Class A Notes**) and GBP 300,000,000 Class Z VFN due 16 November 2066 (together with the Class A Notes, the **Notes**).

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

General Terms

Notional Amount

In respect of each Calculation Period, the amount set out in the Annex to this Confirmation for that

EXECUTION VERSION

	Calculation Period.
Trade Date	18 September 2019
Effective Date	18 September 2019
Termination Date	30 September 2023, subject to adjustment in accordance with the Following Business Day Convention.
Business Day Convention	Following
Period End Dates	The 16th calendar day of each month, commencing on and including 16 October 2019 and ending on and including the 16th calendar day of the month in which the Termination Date falls.
Business Days	London
FIXED AMOUNTS	
Fixed Rate Payer	Party B
Fixed Rate Payer Payment Date	18 September 2019
Fixed Amount	£100,000
FLOATING AMOUNTS	
Floating Rate Payer	Party A
Cap Rate	3.55%
Floating Rate Payer Payment Dates	The 16th day of February, May, August and November in each year commencing on 16 February 2020 and with the final Floating Rate Payer Payment Date falling on the Termination Date, all subject to adjustment in accordance with the Following Business Day Convention.
Floating Amount	In respect of: (i) the initial Payment Date, an amount in GBP equal to the sum, for each of the five Calculation Periods ending immediately prior to that Payment Date (such Calculation Periods together, the Initial Interest Period); (ii) each Payment Date from (but excluding) the initial Payment Date to (but excluding) the final Payment Date, an amount in GBP equal to the sum, for each of the three Calculation Periods ending immediately prior to that Payment Date (each such three Calculation Periods together, an Interest Period); and

EXECUTION VERSION

(iii) the final Payment Date, an amount in GBP equal to the sum, for each of the Calculation Periods ending after the Payment Date immediately prior to the final Payment Date (such Calculation Periods together, the **Final Interest Period**),

of the product of (i) the Notional Amount for that Calculation Period; (ii) the Floating Rate for that Calculation Period; and (iii) the Floating Rate Day Count Fraction.

Floating Rate Option

Compounded Daily SONIA

Compounded Daily SONIA

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 Calculation Period as at the Reset Date, 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 SONIA Calculation Period;

d_o for any Calculation Period, is the number of London banking days in the relevant SONIA 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 SONIA 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 Calculation Period, the period from and including the date falling p London banking days prior to the first day of the relevant SONIA Calculation Period

EXECUTION VERSION

and ending on, but excluding, the date falling p London banking days prior to the Floating Rate Payer Payment Date for such Calculation Period (or, if applicable, the date falling p London banking days prior to any other date on which a payment of interest is to be made in respect of the Notes);

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

Relevant Screen Page means Reuters Screen SONIA Page (or any replacement thereto);

SONIA Calculation Period means, in respect of a Calculation Period, the Initial Interest Period, Interest Period or Final Interest Period (as applicable) within which that Calculation Period falls;

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 _{$i-p$ LBD} means, in respect of any London banking day falling in the relevant Observation 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 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

EXECUTION VERSION

lowest spreads) to the Bank Rate.

Floating Rate Day Count Fraction

Act/365, provided that, for the purposes of Floating Rate Day Count Fraction only, references to "Calculation Period or Compounding Period" in the definition of "Day Count Fraction" in the 2006 Definitions shall be to "SONIA Calculation Period" (as defined in this Confirmation).

Reset Dates

In respect of each Calculation Period, the *p* London banking day prior to the Floating Rate Payer Payment Date immediately following the last day of such Calculation Period.

Account Details

Payments to Party A

Yorkshire Building Society
Sort code: xxxxxx
Account Number: xxxxxxxx

Payments to Party B

Brass No. 8 PLC
Sort code: xxxxxx
Account Number: xxxxxxxx

Calculation Agent

For the purpose of making any determination or calculation hereunder, where applicable, the Calculation Agent may rely on any information, report, notice or certificate delivered to it by Party B, and the Calculation Agent will not be liable for any error, incompleteness or omission regarding such information.

EXECUTION VERSION

This Transaction has been entered into between yourselves and Yorkshire Building Society, which is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and Financial Conduct Authority.

Party A, trading as Yorkshire Building Society, executes all trades as principal. Information about the time of the Transaction can be supplied on request.

In the event that you disagree with any part of this Confirmation please telephone the sender so that the discrepancy may be quickly resolved. Please note that our telephone conversations with you may be recorded.

Address: Yorkshire Building Society
Yorkshire House
Yorkshire Drive
Bradford, West Yorkshire BD5 8LJ

Attention: Treasury Operations

Telephone:

Fax:

E-mail: _____

EXECUTION VERSION

Please confirm that the foregoing correctly sets forth the terms of our agreement by signing a copy of this Confirmation.

Yours sincerely

Name:

Title:

For and on behalf of

Yorkshire Building Society

Acknowledged and agreed by **Brass No.8 PLC** as of the Trade Date specified above.

Name:

Title:

For and on behalf of

Brass No.8 PLC

EXECUTION VERSION

ANNEX

NOTIONAL AMOUNTS

- 1, The Notional Amount in respect of each Calculation Period from (and including) the Effective Date to (but excluding) 16 January 2020 will be zero.
2. The Notional Amount in respect of each Calculation Period from (and including) 16 January 2020 to (but excluding) the Termination Date will be as set out in the following table:

Start of Calculation Period	End of Calculation Period	Notional Amount
16/01/2020	15/02/2020	5,100,000
16/02/2020	15/03/2020	5,100,000
16/03/2020	15/04/2020	5,100,000
16/04/2020	15/05/2020	11,000,000
16/05/2020	15/06/2020	11,000,000
16/06/2020	15/07/2020	80,300,000
16/07/2020	15/08/2020	80,200,000
16/08/2020	15/09/2020	247,200,000
16/09/2020	15/10/2020	246,800,000
16/10/2020	15/11/2020	261,900,000
16/11/2020	15/12/2020	261,500,000
16/12/2020	15/01/2021	261,000,000
16/01/2021	15/02/2021	260,900,000
16/02/2021	15/03/2021	260,500,000
16/03/2021	15/04/2021	260,000,000
16/04/2021	15/05/2021	260,200,000
16/05/2021	15/06/2021	259,700,000
16/06/2021	15/07/2021	264,500,000
16/07/2021	15/08/2021	264,000,000
16/08/2021	15/09/2021	276,700,000
16/09/2021	15/10/2021	276,200,000
16/10/2021	15/11/2021	276,800,000
16/11/2021	15/12/2021	276,200,000
16/12/2021	15/01/2022	275,700,000
16/01/2022	15/02/2022	275,200,000
16/02/2022	15/03/2022	274,600,000
16/03/2022	15/04/2022	274,100,000
16/04/2022	15/05/2022	273,600,000
16/05/2022	15/06/2022	273,000,000
16/06/2022	15/07/2022	272,500,000
16/07/2022	15/08/2022	271,900,000
16/08/2022	15/09/2022	271,400,000
16/09/2022	15/10/2022	270,800,000
16/10/2022	15/11/2022	270,200,000
16/11/2022	15/12/2022	269,700,000

EXECUTION VERSION

16/12/2022	15/01/2023	269,100,000
16/01/2023	15/02/2023	263,400,000
16/02/2023	15/03/2023	262,900,000
16/03/2023	15/04/2023	262,300,000
16/04/2023	15/05/2023	255,500,000
16/05/2023	15/06/2023	254,900,000
16/06/2023	15/07/2023	184,700,000
16/07/2023	15/08/2023	184,300,000
16/08/2023	15/09/2023	15,600,000
16/09/2023	15/10/2023	15,500,000