

EXECUTION VERSION

Interest Rate Cap Confirmation

14 September 2018

Brass No.7 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-4500325

UTI: YBS-BR7-CAP-4500325-4500326

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.7 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 14 September 2018 as amended and supplemented from time to time (the **Agreement**), between yourselves and Yorkshire Building Society. 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 GBP 2,800,000,000 Class A Notes due 16 October 2059 and GBP 500,000,000 Class Z VFN due 16 October 2059 (together, 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 Calculation Period.

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Trade Date	14 September 2018
Effective Date	14 September 2018
Termination Date	The earlier of: <ul style="list-style-type: none">(i) 30 November 2023, subject to adjustment in accordance with the Modified Following Business Day Convention;(ii) the date on which all of the Class A Notes are redeemed in full; and(iii) the date on which the Security Trustee has enforced the security over the Class A Notes and distributed the proceeds thereof in full.
Business Day Convention	Modified Following
Period End Dates	The first calendar day of each month commencing on and including 1 October 2018 and ending on and including the first 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	___ September 2018
Fixed Amount	£500,000
FLOATING AMOUNTS	
Floating Rate Payer	Party A
Cap Rate	3.75%
Floating Rate Payer Payment Dates	The 16th day of January, April, July and October in each year commencing on 16 January 2019 and with the final Floating Rate Payer Payment Date falling on the Termination Date, all subject to adjustment in accordance with the Modified Following Business Day Convention.
Floating Rate for initial Calculation Period	___%
Floating Amount	In respect of: <ul style="list-style-type: none">(i) the initial Payment Date, an amount in GBP equal to the sum, for each of the four Calculation Periods ending immediately prior to that Payment Date;

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(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; and

(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,

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

GBP-LIBOR-BBA.

Designated Maturity

Three Months, except for (i) the initial four Calculation Periods, for which Linear Interpolation shall apply, and (ii) the final Calculation Period, for which Linear Interpolation shall apply.

Floating Rate Day Count Fraction

Act/Act

Reset Dates

In respect of each Calculation Period, the Interest Payment Date falling in or immediately prior to such Calculation Period, provided that if no Interest Payment Date has occurred, the Reset Date will be the Effective Date.

Account Details

Payments to Party A

Yorkshire Building Society
Sort code: XXXXXX
Account Number: XXXXXXXXX

Payments to Party B

Brass No. 7 PLC
Sort code: XXXXXX
Account Number: XXXXXXXXX

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.

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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: _____

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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.7 PLC** as of the Trade Date specified above.

Name:

Title:

For and on behalf of

Brass No.7 PLC

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ANNEX

NOTIONAL AMOUNTS

- 1, The Notional Amount in respect of each Calculation Period from (and including) the Effective Date to (but excluding) 1 January 2020 will be zero.
2. The Notional Amount in respect of each Calculation Period from (and including) 1 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
02/01/2020	03/02/2020	247,000,000
03/02/2020	02/03/2020	246,500,000
02/03/2020	01/04/2020	246,000,000
01/04/2020	01/05/2020	302,900,000
01/05/2020	01/06/2020	302,300,000
01/06/2020	01/07/2020	335,600,000
01/07/2020	03/08/2020	334,900,000
03/08/2020	01/09/2020	334,100,000
01/09/2020	01/10/2020	333,400,000
01/10/2020	02/11/2020	332,700,000
02/11/2020	01/12/2020	332,000,000
01/12/2020	04/01/2021	331,500,000
04/01/2021	01/02/2021	372,500,000
01/02/2021	01/03/2021	371,600,000
01/03/2021	01/04/2021	370,800,000
01/04/2021	04/05/2021	377,800,000
04/05/2021	01/06/2021	376,900,000
01/06/2021	01/07/2021	379,400,000
01/07/2021	02/08/2021	378,500,000
02/08/2021	01/09/2021	377,700,000
01/09/2021	01/10/2021	376,800,000
01/10/2021	01/11/2021	375,900,000
01/11/2021	01/12/2021	375,000,000
01/12/2021	04/01/2022	374,100,000
04/01/2022	01/02/2022	373,200,000
01/02/2022	01/03/2022	372,300,000
01/03/2022	01/04/2022	371,400,000
01/04/2022	03/05/2022	370,500,000
03/05/2022	01/06/2022	369,600,000
01/06/2022	01/07/2022	368,700,000
01/07/2022	01/08/2022	367,800,000
01/08/2022	01/09/2022	366,900,000
01/09/2022	03/10/2022	365,900,000
03/10/2022	01/11/2022	365,000,000
01/11/2022	01/12/2022	364,100,000

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01/12/2022	03/01/2023	363,100,000
03/01/2023	01/02/2023	95,300,000
01/02/2023	01/03/2023	95,100,000
01/03/2023	03/04/2023	94,800,000
03/04/2023	02/05/2023	34,500,000
02/05/2023	01/06/2023	34,400,000
01/06/2023	03/07/2023	200,000
03/07/2023	01/08/2023	200,000
01/08/2023	01/09/2023	200,000
01/09/2023	02/10/2023	200,000
02/10/2023	01/11/2023	200,000
01/11/2023	The Termination Date	100,000